



Homecare Insurance Policy Wording

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Welcome

Thank **you** for choosing Pen Homecare Insurance to protect **your** property.

We want to help **you** understand **your** Home Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents in a safe place.

This policy is not complete without a policy **schedule**. **Your** policy **schedule** will be issued to **you** if **your** application for insurance is accepted

Your premium has been based upon the information shown in the **schedule** and has been arrived at based upon the information that **you** have told **us** about **you** and the insured property. In generating this premium, **we** have not asked **you** about the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**. Consequently, the sums insured that are shown in **your schedule** may not reflect the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**.

Your Home Insurance policy document is split into various sections. Not all sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy **schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later written notices to **you** by **your Broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately.

Important Information about your Policy

The Insurers or Service Providers

This Insurance policy is underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth, PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

You can check this information and obtain further information about how the Financial Conduct Authority protects **you** by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for **you** on behalf of the insurers.

In providing insurance services, Pen will share **your** personal data with Aviva. For information on how Aviva use **your** personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **your** claim **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** obligations. See <https://www.fscs.org.uk/>

Policy Format

Please get in touch by contacting **your** broker if **you** need **your** documents in large font, braille, or as audio.

Things we need to tell you about

Our Agreement with you

This policy is a legal contract between **you** and **us**.

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

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any question **we** ask by ensuring that all the 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 policy 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** policy and any claim. For example, **we** may:

- treat this policy 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 **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- 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** policy in accordance with **our** rights to cancel

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

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

Things we need to tell you about

The Law applicable to this insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

Data Privacy Notice

Pen Underwriting Limited are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.penunderwriting.co.uk/Privacy-Policy>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Telephone calls and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **our** joint protection telephone calls may be recorded and/or monitored.

Definitions

Applicable to the whole of this insurance

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

Accidental Damage	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
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Bodily Injury	Includes death or disease.
Broker	The intermediary who arranged this insurance on your behalf.
Buildings	<p>The home and its decorations including:</p> <ul style="list-style-type: none"> • Fixtures and fittings attached to the home, • Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks, • Solar panels permanently attached to the main private dwelling <p>which you own or for which you are legally responsible within the premises named in the schedule.</p>
Contents	<p>Household goods, valuables and personal belongings, within the home, which are your property or which you are legally responsible for.</p> <p>Contents include:</p> <ul style="list-style-type: none"> • Tenants fixtures and fittings, • Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home, • Contents that are within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home), • Contents in outbuildings up to £2,500, unless otherwise stated in the schedule, • Deeds and registered bonds and other personal documents up to £2,500 in total, • Valuables and personal belongings up to one third of the contents sum insured, with the limit for any one item being £2,500 within the home, unless otherwise stated in the schedule, • Office equipment up to £5,000, • Domestic oil in fixed fuel oil tanks up to £2,500, • Pedal cycles up to £500 per pedal cycle within the home, unless otherwise stated in the schedule, • Money and credit cards up to £500 in total, unless otherwise stated in the schedule.

Definitions

Applicable to the whole of this insurance (continued)

Contents (continued)	Contents does not include: <ul style="list-style-type: none">• Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,• Any living creature,• Any part of the buildings,• Any property held or used for business purposes other than as defined under office equipment,• Any property insured under any other insurance,• Landlords fixtures and fittings
Credit Cards	Includes charge cards, debit cards, banker's cards and cash dispenser cards.
Domestic Employee(s)	Any person who carries out paid domestic duties for you within your home and/or it's gardens, other than in connection with your business
Endorsement	A change in the terms and conditions of this insurance.
Excess	The amount stated in this booklet or in the schedule and payable by you in the event of a claim.
Family	Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. ' Family ' does not include lodgers or tenants.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.
Home	The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the schedule , which you are legally responsible for.
Landslip	Downward movement of sloping ground.
Money	<ul style="list-style-type: none">• Current legal tender, cheques, postal and money orders,• Postage stamps not forming part of a stamp collection,• Savings stamps and savings certificates, travellers' cheques,• Premium bonds, luncheon vouchers and gift tokens, <p>all held for private or domestic purposes.</p>
Occupant	A person or persons authorised by you to stay in the home

Definitions

Applicable to the whole of this insurance (continued)

Office Equipment

Office equipment used in conjunction with **your** business in the **home** which belongs to **you** or for which **you** are legally responsible.

Office equipment includes:

- Furniture,
- Computers and associated equipment
- Printers,
- Fax machines and modems,
- Photocopiers and scanners,
- Phone equipment.

Office equipment does not include:

- Loss of magnetism or corruption of data;
- Compensation for **you** not being able to use the **office equipment**;
- Equipment more specifically insured by any other insurance;
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- **Money** held for business purposes;
- Loss or damage following the equipment being confiscated or repossessed;
- Loss or damage to computer software

Outbuildings

Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £5,000 any one outbuilding, unless specifically stated otherwise in the policy **schedule**.

Unless otherwise agreed, **outbuildings** do not include:

- Tree houses
- Inflatable buildings; or
- Any structure which is made of canvas, PVC or any other non-rigid material.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal Belongings

Personal belongings are items that belong to **you** and are normally worn or carried on the person.

Personal belongings includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,



Definitions

Applicable to the whole of this insurance (continued)

Personal Belongings (continued)	Personal belongings does not include: <ul style="list-style-type: none">• Tools used or held for business, professional or trade purposes,• Valuables,• Contact or corneal lenses or hearing aids unless otherwise specified in the schedule,• Pedal cycles,• Any property insured under any other insurance.
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction
Standard Construction	The buildings which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Unfurnished	Where the main buildings are not furnished enough for you to live in.
Unoccupied	Where the buildings have not been lived in by you for more than 30 consecutive days during the period of insurance .
Valuables	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to you or are your legal responsibility.
We/Us/Our	The insurers shown in the schedule .
You/Your/Insured	The person or persons named in the schedule and all members of your family who permanently live in the home

Our Service Commitment to You

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** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact your **broker** for policy enquiries and for claims enquiries, see below:

Claims Enquiries

The Claims Team

Davies Group

PO BOX 1291

Preston

PR2 0QJ

Tel: 0330 102 6062

Email: prestonclaims@davies-group.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of **our** final response to **you**, they can be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (for landline users, mobile users may be charged)

0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

Cancelling this Policy

Your Statutory Rights

You have a statutory right to cancel **your** policy within 14 days of either:

- the date **you** receive the policy documentation, or
- the start of the **period of insurance**,

whichever is the latter.

If **you** wish to cancel and **your** cover hasn't started **we** will refund **your** premium in full.

If **you** cancel after the start of the **period of insurance** a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

Your Right to Cancel this Policy

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right to Cancel this Policy

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away at:

New Claims	
The Affinity Claims Team PO BOX 1291 Preston PR2 0QJ	
Tel:	03301 026 796
Email:	prestonnewclaims@davies-group.com

(Please note that claims are administered on our behalf by Davies Group)

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your** home and mobile telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

Claims Procedure (continued)

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,

- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **contents** or **valuables** and **personal belongings** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

Claims Terms and Conditions

Applicable to the whole of this insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police as soon as practicable and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

How we deal with your claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

Claims Terms and Conditions (continued)

How we deal with your claim (continued)

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

We will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

General Conditions

Applicable to the whole of this insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

Each **home** included under this insurance is considered to be covered as if separately insured.

Take Care

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- i. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

- ii. **Contents** should be insured for the full cost of replacement as new.

Changes in Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **You** are going to move **home** permanently;
 - Someone other than **your family** is going to live in **your home**;
 - **Your home** is going to be used for short periods each week or as a holiday home;
 - **Your home** is going to be **unoccupied** or **unfurnished**;
 - Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
 - **You** or any member of **your family** has received a conviction for any offence except for driving;
 - Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
 - Any part of **your home** is going to be used for any trade, professional or business purposes;
- There is no need to tell **us** about trade, professional or business use if:
- i. The trade, professional or business use is only clerical; and
 - ii. There are no staff employed to work from the **home**; and
 - iii. There are no visitors to the **home** in connection with the trade, profession or business; and
 - iv. There is no business **money** or stock in the **home**.

General Conditions (continued)

Changes in Circumstances (continued)

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Transfer of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

General Exclusions

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

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

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned 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.

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

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

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Terrorism Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

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

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. 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, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

General Exclusions (continued)

Applicable to the whole of this insurance (continued)

12. Financial Sanctions

Pen Underwriting Limited (Pen) is committed to complying with financial and trade sanctions legislation and export controls, anti-money laundering and anti-boycott laws applicable to our business (collectively, Sanctions).

Pen is unable to provide underwriting, claims handling, risk consulting or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Pen or its affiliates to any sanction, prohibition or restriction under sanctions laws or regulations. In addition, we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran - including because of significant difficulties in processing payments and other commercial and reputational considerations.

No insurers shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law, or regulations of the European Union, United Kingdom or the United States of America.

Any Insurance Intermediary or broker who undertakes any insurance intermediation activity in relation to this policy are required to similarly comply with laws applicable to us in respect of any services provided to PEN or on PEN's behalf.

To comply with Sanctions, Pen may be required to take actions such as freezing the funds of parties subject to Sanctions and making licence applications or notifications to relevant regulators. Other third parties Pen deals with, such as financial institutions, may also apply their own policies or restrictions to comply with Sanctions and Pen will not be liable for this or for similar steps taken by third parties.

13. Workmanship and Design Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from:

- poor or faulty design
- defective or faulty materials
- faulty workmanship
- failure to comply with manufacturers' installation instructions or the required building regulations

carried out by any persons including **you** or anyone engaged in **your** service

Section One – Buildings

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
1. Fire, lightning, explosion or earthquake.	
2. Smoke	
3. Aircraft and other flying devices or items dropped from them.	
4. Storm, flood or weight of snow.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) Loss or damage to any moveable contents in the open Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.
5. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<ul style="list-style-type: none"> Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One, Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, Loss or damage caused by failure of or lack of sealant and/or grout.
6. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
7. Theft or attempted theft.	
8. Collision or impact by any vehicle or animal.	<ul style="list-style-type: none"> Loss or damage caused by insects, birds, vermin or domestic pets.
9. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

Section One – Buildings (continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
10. Subsidence , or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> • Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause, • Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
11. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
12. Falling trees, branches, telegraph poles or lamp-posts.	<ul style="list-style-type: none"> • Loss or damage caused by trees being cut down or cut back within the premises, • Loss or damage to gates, hedges and fences.

Section One – Buildings (continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
a. The cost of accidental damage to: <ul style="list-style-type: none"> Fixed glass and double glazing (including the cost of replacing frames), Solar panels, Sanitary ware, Ceramic hobs, all forming part of the buildings .	
b. The cost of accidental damage to: <ul style="list-style-type: none"> Domestic oil pipes, Underground water supply pipes, Underground sewers, drains and septic tanks, Underground gas pipes, Underground cables, serving the home and which you are legally responsible for.	
c. If you have to move out of your home because of any loss or damage covered under Section One, we will pay you for one of the following expenses or losses we have agreed to: <ul style="list-style-type: none"> Loss of rent due to you which you are unable to recover; Additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One. We will only pay under this Section for the period your home is unfit to live in.	<ul style="list-style-type: none"> Any amount over 20% of the sum insured for the buildings damaged or destroyed.
d. Expenses you have to pay and which we have agreed in writing for: <ul style="list-style-type: none"> Architects, surveyors', consulting engineers and legal fees, The cost of removing debris and making safe the building, Costs you have to pay in order to comply with any Government or local authority requirements, Following loss or damage to the buildings under Section One.	<ul style="list-style-type: none"> Any expense for preparing a claim or an estimate for loss or damage, Any costs if Government or local authority requirements have been served on you before the loss or damage.

Section One – Buildings (continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
e. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One	<ul style="list-style-type: none"> More than £1,500 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £1,500 in total.
f. Anyone buying the home who will have the benefit of Section One cover until the sale is completed or the insurance ends, whichever is sooner.	<ul style="list-style-type: none"> Loss or damage if the buildings are insured under any other insurance.
g. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the Home if the keys are lost or stolen anywhere in the world.	<ul style="list-style-type: none"> More than £5,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £5,000 in total.
h. If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home , we will pay the cost of removing and replacing any other parts of your buildings necessary to find and repair the source of the leak and making good.	<ul style="list-style-type: none"> More than £5,000 in any period of insurance.
i. Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home .	<ul style="list-style-type: none"> More than £5,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £5,000 in total.
j. The costs of re-instating the gardens to their original condition following damage caused by the Emergency Services at the home following a loss covered under Section One.	<ul style="list-style-type: none"> More than £2,500 in any period of insurance.
k. The costs of removing bees, wasps and hornets nests from the home which have been incurred by you and we have agreed in writing.	<ul style="list-style-type: none"> More than £500 in any period of insurance, The removal of any nests that existed before the period of insurance.

Section One – Buildings (continued)

Accidental Damage to the Buildings

The following cover applies only if the **schedule** shows that **accidental damage** to the **buildings** is included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions. The excess shown in your schedule
This extension covers accidental damage to the buildings .	<ul style="list-style-type: none"> a. Damage or any proportion of damage which we specifically exclude elsewhere under Section One, b. The buildings moving, settling, shrinking, collapsing or cracking, c. Damage while the home is being altered, repaired, professionally cleaned, maintained or extended, d. The cost of general maintenance, e. Damage from mechanical or electrical faults or breakdown, f. Damage caused by dryness, dampness, extreme of temperature or exposure to light, g. Damage to swimming pools or covers, gates and fences and fuel tanks, h. Damage caused by domestic pets, i. Depreciation in value.

Section One – Buildings (continued)

Legal Liability (as owner of the Home)

We will pay for your legal liability:	We will not pay for your legal liability
<p>As owner of the home for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening at the premises during the period of insurance</p> <p>We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> a. For bodily injury to: <ul style="list-style-type: none"> • You • Any other permanent member of the home • Any person who at the time of sustaining injury is engaged in your service b. For bodily injury arising directly or indirectly from any communicable disease or condition c. Arising out of any criminal or violent act to another person or property d. For damage to property owned by or in the charge or control of: <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance f. arising directly or indirectly out of any profession, occupation, business or employment g. which you have assumed under contract and which would not otherwise have attached h. arising out of your ownership, possession or use of: <ul style="list-style-type: none"> i. any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii. any power-operated lift other than stairlifts iii. any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes,

Section One – Buildings (continued)

Legal Liability (as owner of the Home continued)

We will pay for your legal liability:	We will not pay for your legal liability
	<p data-bbox="836 338 1390 394">Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"> <li data-bbox="900 427 1461 640">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 any 1991 or Dangerous Dogs Amendment 1997 or any amending legislation <li data-bbox="836 640 1461 1267">i. in respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> <li data-bbox="932 696 1461 875">i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and <li data-bbox="932 875 1461 965">ii. reported to us not later than 30 days from the end of the period of insurance; <p data-bbox="900 965 1461 1088">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> <li data-bbox="836 1088 1461 1178">j. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises <li data-bbox="836 1178 1461 1267">k. if you are entitled to indemnity under any other insurance, until such insurance(s) is exhausted

Section One – Buildings (continued)

Defective Premises Act 1972

What is covered:	What is not covered:
	<p data-bbox="826 1930 1380 1986">Any cause already excluded within the General Exclusions.</p>

Any amount **you** 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 **home** previously owned and occupied by **you**.

We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **we** will also pay any costs and expenses **we** have agreed in writing.

- a. Liability arising from an incident which happened over 7 years after this insurance ends or **your home** was sold, whichever is the sooner
- b. Liability arising from any cause which **you** are entitled to under another source
- c. The cost of correcting any fault or alleged fault
- d. Liability arising from any **home** previously owned and occupied by **you** in which **you** still hold legal title or have an interest
- e. Anything owned by or the legal responsibility of **your family**
- f. Injury, death, disease or illness to any of **your family** (other than **your domestic employee(s)** who normally live with **you**)
- g. Liability arising from any employment, trade, profession or business of any of **your family**
- h. Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement
- i. Liability arising from The Party Wall ext Act 1996

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only

How we deal with your claim

1. **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:
 - The cost of the work had it been completed by our nominated contractor; or
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage;
 - The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.
2. Where an **excess** applies, this will be taken off the amount of **your** claim.
 3. If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
 4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.
 5. **We** will not pay the cost of replacing or repairing any undamaged part 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 specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under Section One of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

Your sum insured

Your buildings should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

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

Section One – Buildings (continued)

Conditions that apply to Section One – Buildings only (continued)

Proportionate remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

Section Two – Contents

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
Loss or damage to your contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
1. Fire, lightning, explosion or earthquake.	
2. Smoke	
3. Aircraft and other flying devices or items dropped from them.	
4. Storm, flood or weight of snow	<ul style="list-style-type: none"> • Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), • Contents that are located within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage.
5. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes	<ul style="list-style-type: none"> • Loss or damage to the installation itself, • Loss or damage caused by failure of or lack of sealant and/or grout.
6. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	<ul style="list-style-type: none"> • Loss or damage to the installation itself.
7. Theft or attempted theft	<ul style="list-style-type: none"> • Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. • Any amount exceeding £2,500 for contents in any garage or outbuilding unless specified in the schedule.
8. Collision or impact by any vehicle or animal	<ul style="list-style-type: none"> • Loss or damage caused by insects, birds, vermin or domestic pets.
9. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts	
10. Subsidence or heave of the site upon which the buildings stand or landslip	<ul style="list-style-type: none"> • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions, • Loss or damage caused by river or coastal erosion, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, • Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.

Section Two – Contents (continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
Loss or damage to your contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions. The excess shown in your schedule
11. Falling trees, branches, telegraph poles or lamp-posts	<ul style="list-style-type: none">Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.

Section Two – Contents (continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.

	The excess shown in your schedule
<p>a. The cost of accidental damage to:</p> <ul style="list-style-type: none"> • Television sets (including digital and satellite receivers), • Audio, video, games consoles, DVD players/recorders, • Radios, • Home computers and associated equipment, • Receiving aerials, dishes and closed circuit television cameras, situated within the home. 	<ul style="list-style-type: none"> • Damage to video cameras, digital cameras or digital imaging or recording equipment designed to be hand held or carried, portable audio equipment, laptop computers and musical instruments, • Loss or damage caused by domestic pets, • Loss or damage to tapes, records, cassettes, discs, DVD's or computer software, • Mechanical or electrical faults or breakdown, • Damage caused from light, or atmospheric or climatic conditions, • Damage caused by scratching or denting, • Damage caused by computer viruses.
<p>b. Loss or damage to office equipment</p>	<ul style="list-style-type: none"> • More than £5,000 in any period of insurance unless stated in the schedule, • Compensation for you not being able to use the office equipment, • Loss of magnetism or corruption of data, • Loss or damage following the equipment being confiscated or repossessed, • The cost of reconstituting any lost or damaged data, • More than £1,000 in respect of stock, • Loss or damage to any money held for business purposes, • Loss or damage to computer software, • Property more specifically insured elsewhere.
<p>c. If you have to move out of your home because of any loss or damage covered under Section Two, we will pay you for one of the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • The cost of alternative accommodation for the time You cannot live in your home, • An amount equal to the rent which you pay while you are not living in your home. <p>We will only pay under this Section for the period your home is unfit to live in.</p>	<ul style="list-style-type: none"> • Any amount over 20% of the sum insured for contents specified in the schedule.

Section Two – Contents (continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
<p>d. The contents, if these are not already insured elsewhere whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>i. Events 1-10 under Section Two contents while the contents are:</p> <ul style="list-style-type: none"> • In any occupied private dwelling 	<ul style="list-style-type: none"> • Contents outside the United Kingdom, • Money or credit cards, • Any amount over 20% of the sum insured under Section Two for contents in a furniture store.

<ul style="list-style-type: none"> In any buildings where you are living or working, In any building for valuation, cleaning or repair, In any furniture store, In any bank or safe deposit. 	
ii. Fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store.	
e. Loss or damage to contents belonging to visitors or domestic employees as a result of insured events 1 to 10 under Section Two	<ul style="list-style-type: none"> Loss or damage to contents which are covered by any other insurance, Loss or damage to contents belonging to a paying guest or lodger, More than £1,000 for any one visitor.
f. Fatal injury to you , happening at the premises shown in the schedule , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.	<ul style="list-style-type: none"> More than £10,000 for each insured with no policy excess applying.
g. Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys anywhere in the world.	<ul style="list-style-type: none"> More than £5,000 in any period of insurance. If you claim for such loss under Section One and Section Two we will not pay more than £5,000 in total.
h. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two	<ul style="list-style-type: none"> More than £1,500 in any period of insurance. If you claim for such loss under Section One and Section Two we will not pay more than £1,500 in total.
i. Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.	

Section Two – Contents (continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
j. Amounts that you become legally liable to pay under a tenancy agreement for loss or damage caused by events 1 – 10 of Section Two or events a) and b) of Section One We will only provide this cover if the loss or damage occurs during the period of insurance . If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.	<ul style="list-style-type: none"> Any amount over 20% of the sum insured for contents specified in the schedule.
k. The contents sum insured shown in the schedule is automatically increased for gifts	<ul style="list-style-type: none"> More than £5,000 any one claim,

within the home one month before and one month after a religious festival, wedding day or birthday.	<ul style="list-style-type: none"> Loss or damage occurring outside of the period of insurance.
l. Contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-10 of Section Two.	<ul style="list-style-type: none"> More than £5,000 in any one period of insurance, More than £500 for any one item, Theft unless following forcible and violent entry.
m. The cost of replacing electronic information you have bought and stored on equipment within your home and that is lost or damaged by events 1 – 10 of Section Two.	<ul style="list-style-type: none"> The cost of remaking a file, tape or disk, The cost of rewriting the electronic information, More than £1,000 in any one period of insurance, The cost of any information stored for business purpose use.
n. The cost of replacing your food in your refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the period of insurance .	<ul style="list-style-type: none"> Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply, Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action, Loss or damage caused where you have not complied with the operating instructions set out in the manufacturers hand book, Loss or damage unless you tell us within 48 hours of discovery, More than £1,000 in any one period of insurance.

Section Two – Contents (continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
o. Damage to the contents caused by forced access to deal with a medical emergency or to prevent damage to the home .	<ul style="list-style-type: none"> More than £5,000 in any one period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £5,000 in total.

Accidental Damage to the Contents

The following cover applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
This extension covers accidental damage to the contents of the home .	<ol style="list-style-type: none"> Damage or any proportion of damage which we specifically exclude elsewhere under Section Two, More than £1,000 in total for porcelain, china, glass and other brittle articles,

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| | <ul style="list-style-type: none">c. More than £500 for mobile phones unless otherwise stated in the scheduled. More than £1,500 for portable computer equipment unless otherwise stated in the schedulee. Money, credit cards, documents or stamps,f. Damage to contact, corneal or micro corneal lensesg. Damage caused by dryness, dampness, extremes of temperature and exposure to light,h. Damage caused by domestic pets. |
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Section Two – Contents (continued)

Legal Liability (as occupier of the home)

The following cover applies only if the **schedule** shows that **contents** are included.

We will pay for your legal liability:	We will not pay for your legal liability:
<p>i. As occupier for any amounts you become legally liable for as damages for:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening at the premises during the period of insurance,</p> <p>Or</p> <p>ii. As a private individual for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • Bodily injury • Damage to property <p>Caused by an accident happening anywhere in the world during the period of insurance</p> <p>We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>a. For bodily injury to:</p> <ul style="list-style-type: none"> • You • Any other permanent member of the home • Any person who at the time of sustaining injury is engaged in your service <p>b. For bodily injury 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"> • you • any other permanent member of the home • any person engaged in your service <p>e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f. arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g. which you have assumed under contract and which would not otherwise have attached</p> <p>h. arising out of your ownership, possession or use of:</p> <ol style="list-style-type: none"> any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere any power-operated lift other than stairlifts any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes,

Section Two – Contents (continued)

Legal Liability (as occupier of the home)

The following cover applies only if the **schedule** shows that **contents** are included.

We will pay for your legal liability:	We will not pay for your legal liability
	<p data-bbox="826 331 1382 394">Any cause already excluded within the General Exclusions.</p> <ul style="list-style-type: none"><li data-bbox="826 421 1453 607">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 any amending legislation<li data-bbox="826 607 1453 936">i. in respect of any kind of pollution and/or contamination other than:<ul style="list-style-type: none"><li data-bbox="911 663 1422 848">i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and<li data-bbox="911 848 1422 936">ii. reported to us not later than 30 days from the end of the period of insurance; <p data-bbox="879 936 1453 1055">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> <li data-bbox="826 1055 1453 1144">j. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises <li data-bbox="826 1144 1453 1211">k. if you are entitled to indemnity under any other insurance, until such insurance(s) is exhausted

Section Two – Contents (continued)

Legal Liability (as occupier of the home - unrecovered court awards)

The following cover applies only if the **schedule** shows that **contents** are included.

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
<p>Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none">• Part (ii) of your Legal Liability (as occupier of the home) would have indemnified you had the award been made against you rather than to you• There is no appeal pending• You agree to allow us to enforce any right which we shall become entitled to upon making payment	<p>i. More than £100,000 for any claim or series of claims during the period of insurance,</p>

Section Two – Contents (continued)

Accidents to Domestic Employees

The following cover applies only if the **schedule** shows that **contents** is included.

What is covered:	What is not covered:
<p>We will pay all amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the home.</p> <p>We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.</p>	<p>Bodily injury arising directly or indirectly:</p> <ol style="list-style-type: none"> From any communicable disease or condition, From the ownership or occupation of any land or buildings other than the home, Where you are entitled to cover from another source, From any trade or business activity, arising out of your ownership, possession or use of: <ol style="list-style-type: none"> any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> domestic gardening equipment used within the premises and pedestrian controlled gardening equipment used elsewhere any power-operated lift other than stairlifts any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, 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 any amending legislation From firearms (except shotguns used for sporting purposes), The direct or indirect consequences of assault or alleged assault Any deliberate, wilful or malicious act.

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Conditions that apply to Section Two – Contents only

How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section Two.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to:

- Clothes;
- Camping equipment;
- Household linen;
- Pedal cycles;

where we will take an amount off for wear and tear.

We will not pay the cost or replacing or repairing any undamaged parts of the **contents** 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 specific part.

Section Two – Contents (continued)

Conditions that apply to Section Two – Contents only (continued)

Your sum insured

Your contents must be insured for the full cost of replacement as new.

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

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

Section Three – Valuables and Personal Belongings (cover away from the Home)

The following cover applies only if the **schedule** shows that **valuables** and **personal belongings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
Accidental loss, damage or theft of your valuables and personal belongings listed in the schedule occurring during the period of insurance when in the United Kingdom and up to 60 days elsewhere in the world during a temporary visit during the period of insurance .	
We will pay up to the following limits, unless you have selected a higher limit and this is stated in your schedule :	
a. Up to £2,500 for any one item (including articles forming a pair or set),	a. Damage caused by moth, vermin or rot
b. Up to £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant,	b. Damage from electrical or mechanical faults or breakdown,
c. Up to £500 for mobile phones,	c. Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon,
d. Up to £1,500 for portable computer equipment	d. Damage to guns caused by rusting or bursting barrels,
	e. Breakage of any sports equipment whilst in use,
	f. Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision,
	g. Loss or damage caused by domestic pets,
	h. Riot or civil commotion outside the United Kingdom ,
	i. Depreciation in value,

Section Three – Valuables and Personal Belongings (continued)

Conditions that apply to Section Three – Values and Personal Belongings only

How we deal with your claim

Pen Underwriting Limited is authorised and regulated by the Financial Conduct Authority (FCA number 314493). Registered Office: The Walbrook Building, 25 Walbrook, London EC4N 8AW. Registered in England and Wales. Company Number: 5172311.
www.penunderwriting.co.uk

We will repair, replace or pay for any article covered under Section Three **valuables** and **personal belongings**.

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
- **You** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes,
- Camping equipment,
- Household linen,

Where **we** will take off an amount for wear and tear

We will not pay the cost of replacing or repairing any undamaged parts of items 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.

We can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

Your sum insured

The most **we** will pay under Section Three - **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Three - **valuables** and **personal belongings** is £2,500 unless otherwise stated in the **schedule**.

Proportionate remedy

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you**.

Section Four – Frozen Food Cover

The following cover applies only if the **schedule** shows that frozen food cover is included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
The cost of replacing your food in your refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the period of insurance .	<ul style="list-style-type: none">• Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply,• Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action,

- Loss or damage caused where **you** have not complied with the operating instructions set out in the manufacturers hand book,
- Loss or damage unless **you** tell **us** within 48 hours of discovery,
- More than £1,000 in any one **period of insurance**.

Section Five – Money and Credit Cards

The following cover applies only if the **schedule** shows that **Money** and **Credit Cards** are included:

What is covered:	What is not covered:
<p>Theft or accidental loss of money or fraudulent use of your credit card(s).</p> <p>Any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s).</p> <p>Provided that within 24 hours of you discovering any such loss or theft, you have notified the card issuing company and the Police.</p> <p>Where you have reported your credit card(s), cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances you will only be liable for the first £50 of the claim.</p>	<p>Any cause already excluded within the General Exclusions.</p> <p>The excess shown in your schedule</p> <p>a. Any shortages due to error or omission, b. Loss of value, c. More than £500 in total, any one event, Loss where conditions under which your credit card(s) were issued to you have been breached.</p>

Section Six – Pedal Cycles

The following cover applies only if the **schedule** shows that pedal cycles are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
<p>This insurance extends to cover the cost of repairing or replacing your pedal cycle(s) (as shown in the schedule) following:</p> <ul style="list-style-type: none">• Theft or attempted theft,• Accidental damage, <p>Anywhere in the United Kingdom, and up to 60 days elsewhere in the world during a temporary visit during the period of insurance.</p>	<ul style="list-style-type: none">a. Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time,b. Damage from mechanical or electrical faults or breakdown,c. Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes,d. Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft,e. More than the sum insured shown in the schedule,f. Theft by fraudulent means.

Section Six – Pedal Cycles (continued)

Conditions that apply to Section Six – Pedal Cycles only

How we deal with your claim

1. Where the damage can be repaired economically **we** will pay the cost of the repair;
2. Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
3. If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
4. Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality **we** will make a cash payment equal to an agreed replacement value;
5. **We** will settle your claim less any excess subject to any limit shown in the **schedule**.
6. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

Your sum insured

The most **we** will pay under Section Six – pedal cycles is the sum insured shown on the **Schedule**.

The most **we** will pay for any one item under Section Four – pedal cycles is £1,500 unless otherwise stated in the **schedule**.

Proportionate remedy

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what **your** premium would have been if **your** pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you**.

