

Household

Policy wording

Welcome

Welcome to Intact Insurance Channel Islands.

Thank you for choosing us as your insurer.

Your Policy (including the Schedule, Endorsements, Clauses and Certificates) is evidence of a legal contract and the document should be kept in a safe place.

We are happy to provide duplicates if you mislay any part of your documentation.

Please read the Policy and Schedule carefully and if they do not meet your needs return them to us or your insurance intermediary.

Law Applicable

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both parties may choose the law which applies to this contract, to the extent permitted by those laws. Unless the parties agree otherwise in writing, the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based, or, if based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which the Insured is based.

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based, or, if the Insured is based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which the Insured is based.

Your right as an Insured to take legal action remains unaffected by the existence or use of any complaint procedure.

Statutory Status - Important Notice to Insureds

Registered Insurer

Intact Insurance Channel Islands Limited, registered in Guernsey (No. 10569), is licensed and regulated by the Guernsey Financial Services Commission and is also licensed and regulated by the Jersey Financial Services Commission.

Compulsory Insurance (Employers' Liability) outside of Guernsey

In respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland and the Isle of Man the registered insurer shall be:

Intact Insurance UK Limited (No. 00093792). Registered in England and Wales at 22 Bishopsgate, London, EC2N 4BQ. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 202323). Intact Insurance UK Limited is part of Intact Financial Corporation.

Customer Care

Claims Helpline

We recognise that losses mean disruption to your business and that the ultimate test of any insurance policy is providing a fast, effective claims service. Should you need to make a claim under your policy. Please contact your broker for advice in the first place.

Alternatively you can contact our Claims Team on 01481 707592 during business hours or by email claimsci@intactinsurance.co.uk.

In the event of an emergency outside normal business hours, please call 07797 737711, where you will be able to speak to Crawford & Company loss adjusters, who can assist in respect of large or emergency insurance claims.

Please quote your Policy Number which can be found on your Schedule.

Claim Notification

Conditions that apply to this Policy in the event of a claim are set out in the Policy Conditions pages of this Policy. It is important that you comply with all Policy Conditions and you should familiarise yourself with their requirements.

Directions for claim notification are included in the Policy Conditions. Please remember that events that may give rise to a claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Policy Conditions require you to provide us with any reasonable assistance and evidence that we may require concerning the cause and value of any claim. Ideally, as part of your initial claim notification, you should provide:

- Your name, address, and your email and contact numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known or in respect of injury the nature and extent
- The crime reference number where applicable
- 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. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair.

Sometimes, 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.

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

Household Insurance Policy

Your Policy

This Policy is a contract between you (also referred to as the Insured or your) and us (also referred to as the Insurer, we, our or Intact Insurance Channel Islands).

We would advise for clarity that although there may be more than one party detailed as Insured in the Schedule, in terms of the application of Sums Insured, Limits of indemnity or cover under the Policy, there is still only one Insured or one party or legal entity so there will only be two parties to the contract of insurance.

This Policy and any Schedule, Endorsements, Clauses and Certificates should be read as if they are one document.

Our acceptance of this risk is based on the information presented to us being a fair presentation of your business including any unusual or special circumstances which increase the risk and any particular concerns which have led you to seek insurance.

We would draw your attention to the Policy Conditions - Policy Voidable where in the event of deliberate or reckless misrepresentation and/or non-disclosure of any unusual or special circumstances which increase the risk, we may void the policy.

Our continued acceptance is based on any changes from the original information presented being advised and accepted by us.

We also draw your attention to the Policy Conditions - Alterations where a change in risk shall allow us to avoid a claim or impose additional terms or conditions.

Any reference to the singular will include the plural or vice versa.

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto.

This Policy may be cancelled:

- A By us giving 30 days notice, in writing, to you at your last known address
- B By you giving 30 days notice, in writing, to us at the address shown in the Schedule.

You will be entitled to a proportionate return of premium unless a claim has been made in the current Period of Insurance.



Sarah Beatty
Managing Director, Intact Insurance Channel Islands

Definitions

What is covered

What is not covered

Any word listed under 'DEFINITIONS' will carry the same meaning wherever it appears in the Policy in **bold print**

Policyholder/You/Your

Those named in the Schedule as the Insured

We/Us/Our

Intact Insurance Channel Islands Limited

Your Household

You/Your family (including **Your** partner and all children) and any persons living permanently with **You** in **Your Home**. Resident domestic servants employed by **You**

Period of Insurance

The period for which **We** have accepted **Your** first or renewal premium

Home

The private house or self-contained flat at the address shown in the Schedule

Buildings

The **Home** and its domestic outbuildings, garages, greenhouses, swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges and fences, including landlords fixtures and fittings, all on the same site

Fees

Architects, Surveyors and other professional fees which **You** have to pay in connection with repairing or reinstating the **Buildings**

Removal of Debris

Any amount **We** agree to pay for removing debris, demolishing, propping or shoring up parts of the **Buildings** which have been damaged

Electronic Data Downloads

Non recoverable electronic data, legally downloaded by **Your** family from a legitimate website. **Electronic data downloads** does not include software

Property not covered

Aerials, satellite aerials, their fittings or masts Loss or damage to any building (including glasshouses) originally constructed for

commercial purposes (unless otherwise shown on the Schedule)

Costs not included

Those which **You** have to pay to prepare a claim or those **You** incur without **Our** permission

What is covered

States of Guernsey & Jersey, Isle of Man or Local Authorities Requirements

The additional costs **You** have to pay to repair the damage to comply with any building regulations, laws or ordinances of the States of Guernsey, Jersey, Isle of Man or other public authority

Accidental Damage

Damage caused by violent external means

Contents

Household goods and other articles in the **Home** or its domestic outbuildings, garages or greenhouses owned by any member of **Your Household** or for which they are responsible including motorised gardening equipment

Fixtures and fittings for which **You** are responsible as occupier and not owner including aerials, satellite aerials and their fittings or masts

Valuables

Clothing

Personal Effects

Money

Business Equipment

owned by any member of **Your Household** or for which they are responsible

Visitors and paying guests' personal possessions not otherwise insured

Business Equipment

Photocopiers, Facsimile machines, Desktop computers, Design or Drawing boards, Technical manuals or Reference books, Office furniture, Demonstration equipment, Trade samples or Stock in trade, kept within the home

Valuables

Articles made of precious metal, jewellery, furs, watches, photographic equipment, pictures, works of art, collections of coins, medals or stamps

What is not covered

Costs not included

Any costs for complying with requirements notified before the loss or damage occurred

We will not pay for

Damage caused by a deliberate act of any member of **Your Household**

Property not covered

Caravans, Small Craft, motor vehicles, trailers, vessels, aircraft and their respective accessories while attached

Living creatures

Plants, trees and shrubs in the garden **Money** and stamps belonging to resident domestic employees

Securities, certificates other than savings certificates and documents

Property or **Money** used or held for business or professional purposes which are not owned by

Your Household

Property more specifically insured by this or another policy

Tools or instruments used or held for business or professional purposes

Property not covered Mobile phones

Portable computers, organisers or similar equipment

Money held or used for business purposes Pets or livestock

Wines Spirits, Tobacco, Furs, Jewellery, Precious Metals or stones

Property more specifically insured by this or any other Policy

What is covered

Personal Effects

Articles normally worn or used and in either case carried about the person in everyday life

Money

Cash, bank and currency notes, cheques, money and postal orders, postage stamps (not part of a collection), savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, telephone cards, season travel tickets and gift tokens - used or held solely for private, social and domestic purposes

Excess

The first part of each and every claim which You must pay as shown in the Policy and or the Schedule. If claims are made under two or more Sections for loss or damage caused by the same insured cause at the same time, the highest **Excess** only will be deducted from the total amount of the claims

Unoccupied

Not lived in by any member of **Your Household** or by any other person with **Your** permission

Small Craft

Any boat including its equipment and trailer described in the Schedule, not exceeding 15 years of age or 16' in length (or in the case of a sailing dinghy 16'6") and with a design speed of under 17 knots owned by any member of **Your Household**

A surfboard or sailboard owned by any member of **Your Household**

Caravan

Any caravan including its fixtures, fittings, awnings, furniture, furnishings and utensils owned by any member of **Your Household** and described in the Schedule

Animal

Any horse or pony described in the Schedule and owned by any member of **Your Household**

What is not covered

Property not covered

Tools or instruments used or held for business or professional purposes

other personal effects used or held for business or professional purposes which are not owned by **Your Household**

Property not covered

Securities, certificates other than savings certificates and documents

Money held for business or professional purposes which is not owned by **Your Household**

Promotional vouchers

Air Miles vouchers

Section 1 - The Buildings

1 Perils Covered

What is covered

The **Buildings** are insured against damage by the following causes

- a Fire, Explosion, Lightning, Earthquake
- b Smoke
- c Escape of water or oil from any fixed water or heating installation or domestic appliance, water supply or sewage pipes
- d Impact involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal
- e Falling trees, branches, telegraph poles or flagpoles
- f Falling receiving aerials, satellite dish aerials, their fittings or masts
- g Riot, Civil Commotion, Strike, Labour or Political Disturbance
- h Malicious persons or vandals
- i Storm or Flood

What is not covered

We will not pay for

The **Excess** shown in the Schedule

Damage caused by smog, agricultural or industrial operations or any gradual process

An **Excess** of £500

Damage to the component or appliance from which the water or oil escapes

Damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

Damage caused by water escaping which results in Subsidence, Heave or Landslip of the site beneath the **Buildings**

Cost of removing debris

The cost of removing a tree unless the **Buildings** are damaged at the same time

Damage to the receiving aerial, satellite dish, aerial, fitting or mast

Loss or damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days Loss or damage caused by any member of **Your Household**

Damage to gates, hedges, fences

What is covered

The **Buildings** are insured against damage by the following causes

- j Subsidence or Heave of the site beneath the Buildings or Landslip

- k Theft or attempted theft

What is not covered

An **Excess** of £1,000

Damage to outdoor swimming pools, tennis courts, patios, terraces, drives, footpaths, walls, gates, hedges or fences unless **Your Home** is damaged at the same time

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

Damage caused by river or coastal erosion Damage resulting from

- demolition or structural repairs or alterations to the **Buildings**

- faulty workmanship, defective design or the use of defective materials in the **Buildings**

Loss or damage caused by **You** or **Your Household**

Loss or damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

2 Additional Cover

What is covered

This Cover also provides insurance against

a **Pipes and Cables**

Accidental breakage to inspection covers and those underground services supplying the **Buildings**

b **Glass and Sanitary Ware**

Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops and wash basins, pedestals, baths, sinks, lavatory pans and other sanitary ware in the Buildings

c **Domestic Water or Heating Installations**

Damage to any fixed domestic water or heating installations caused by freezing, overheating or abnormal water pressure

d **Rent and Alternative Accommodation** If **Your Home** is made uninhabitable by any of the causes insured **We** will pay the

- a Rent **You** should have received but have lost whilst **Your Home** is unfit to live in
- b Reasonable additional costs of comparable alternative accommodation (including pets) until **Your Home** is fit to live in again

What is not covered

The **Excess** shown in the Schedule

Damage which **You** are not legally responsible to repair

Damage solely caused by mechanical or electrical fault or breakdown

Damage while **Your Home** is **Unoccupied** Damage caused by inherent defects in the design, material, construction or installation of drains

Damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

Damage to external installations caused by freezing unless suitable precautions have been taken to prevent freezing

Damage resulting from rusting, corrosion or general wear and tear

Damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

Rent and Alternative Accommodation when the **Buildings** are not repaired in accordance with Sub-Section 5, Claims Settlement for Section 1

What is covered

What is not covered

e **Cover During Sale**

If **You** contract to sell the **Buildings**, the purchaser who completes the sale shall have the benefit of the insurance provided by this Cover up to the date of completion, provided the **Buildings** are not otherwise insured

f **Paying Guests**

Loss of or damage to the **Buildings** by any cause insured whilst **Your Home** is occupied by paying guests in addition to members of **Your Household**. **We** must be notified if the number of paying guests exceeds six adults

3 Accidental Damage

What is covered

This cover does not apply unless the Schedule states that **Accidental Damage** is included

1 Accidental Damage

2 Legal Fees

Legal Fees which **You** have to pay to repossess **Your** Home following occupation by squatters - up to £10,000

What is not covered

- 1 Any **Excess** shown in the schedule
- 2 An **Excess** of £50 in addition to the **Excess** shown in the schedule whilst **Your Home** or any part of it is lent or let
- 3 Damage caused by
 - a Wear and tear, settlement or shrinkage
 - b Wet or dry rot, atmospheric conditions, vermin, insects, chewing, scratching, tearing or fouling by domestic pets, fungus or a gradually operating cause
 - c Faulty workmanship, defective design or the use of defective materials
 - d Subsidence, Heave or Landslip of the site beneath the **Building**
- 4 The cost of maintenance and normal redecoration
- 5 Any loss, destruction or damage excluded elsewhere in this Policy
- 1 Fees incurred without **Our** permission

4 Inflation Protection for Section 1

Index-linking

To help combat inflation the Sums Insured on **Buildings** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and the States of Jersey, the office for National Statistics of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by the Insurers)

Protection after loss

The Sum Insured will continue to be index-linked following loss or damage by any cause listed in this Cover while the **Buildings** are being reinstated, provided **You** take all reasonable steps to ensure that the reinstatement is carried out without undue delay

5 Claims Settlements for Section 1

Following insured damage, **We** will settle **Your** claim as explained below

- a If parts of the **Buildings** damaged by any of the causes insured are repaired or replaced, **We** will pay **You** the full cost of any necessary work done without any reduction for wear tear or betterment if at the time of the loss:
the **Buildings** are in good repair
the Sum Insured is not less than the full cost of rebuilding the **Buildings**
- b If the parts of the **Buildings** damaged by any of the causes insured are NOT repaired or replaced, or the **Buildings** are NOT in good repair, or the Sum Insured is less than the full cost of rebuilding the **Buildings**, **We** will pay **You** at **Our** option
 - i the cost of reinstating the damage less an allowance for any wear, tear or betterment or
 - ii the difference between the value of the **Buildings** prior to the destruction or damage and the value of the **Buildings** following the destruction or damage
- c If at the time of damage the Sum Insured on **Buildings** is less than the full cost of rebuilding the Buildings then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly

What is covered

What is not covered

The Buildings

We will also pay the following if the parts of the **Buildings** damaged by any of the causes insured are repaired or replaced

- i **Fees**
- ii **Removal of Debris**
- iii **States of Guernsey & Jersey, Isle of Man or Local Authorities' requirements**
- iv **Rent and Alternative Accommodation**

In respect of damage caused by the escape of water from a fixed water or heating system, **We** will pay the costs and expenses **You** pay with **Our** written permission to find the source of any insured damage and then to repair the damage so caused. However **We** will not pay more than £5,000 in any one period of Insurance

Amount Payable

The maximum amount payable in respect of any one incident is

- | | |
|---|--|
| i for Buildings including Fees, Removal of Debris and States of Guernsey & Jersey, Isle of Man or Local Authorities' requirements | the Sum Insured (less any Excess) |
| ii for Rent and Alternative Accommodation | 25% of the Sum Insured on Buildings in addition to the amount paid for the Buildings |

The Sum Insured on **Buildings** will not be reduced following payment of a claim

6 Owners Liability to the Public

What is covered

Insurance is provided for any amounts which **You** become legally liable to pay in respect of

Accidental bodily injury, death or disease of any person

Accidental loss of or damage to property

arising

as owner (but not occupier) of the **Buildings** or the land belonging to the **Home**

Limit

1. **We** will pay up to £2,000,000 in connection with any one incident or series of incidents constituting one occurrence, and any other legal costs which **You** have to pay provided **We** agree them by letter
2. **We** will pay up to £2,000,000 for any single event that happens during any insurance period and is caused by **You** having owned and lived in any **Home** in the past, and which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) order 1975.

We will only pay if:

At the time of the event **You** no longer have a legal title or any other interest in the **Home**; and

There is no other insurance which covers your legal responsibility

If this policy is cancelled when **You** sell **Your Home** **You** will be insured for up to 7 years under the terms of paragraph 2

What is not covered

We will not pay for liability arising directly or indirectly from

Injury, death or disease of any member of **Your Household**

Loss of or damage to property owned or occupied by, or in the custody or control of, any member of **Your Household**

General Exclusion to Paragraph 6

We will not pay for liability directly or indirectly arising from

An agreement unless the liability would have existed without the agreement

Your employment, business or profession The use of lifts or mechanically or electrically propelled vehicles (other than gardening equipment)

If **You** should die **Your** legal personal representatives will have the protection of this Cover

Section 2 - The Contents

1 Perils Covered

What is covered

The **Contents** are insured against loss or damage by the following causes while they are in **Your Home** or its domestic outbuildings and garages or in the open within the boundaries of the land belonging to **Your Home**

- a Fire, Explosion, Lightning, Earthquake
- b Smoke

- c Escape of water or oil from any fixed water or heating installation or domestic appliance

- d Impact with a building involving an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal

- e Falling trees, branches, telegraph poles or flagpoles

- f Falling receiving aerials, satellite dish aerials, their fittings or masts

- g Riot, Civil Commotion, Strike, Labour or Political Disturbance

- h Malicious persons or vandals

- i Storm or Flood

What is not covered

The **Excess** shown in the Schedule

Loss or damage caused by smog, agricultural or industrial operations or any gradual process

An **Excess** of £250

Damage to the component or appliance from which the water or oil escapes

Loss or damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

Loss or damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

Loss or damage caused by **You** or **Your Household**

What is covered

The **Contents** are insured against loss or damage by the following causes while they are in **Your Home** or its domestic outbuildings, garages and greenhouses

- j Subsidence or Heave of the site beneath the Buildings or Landslip

- k Theft or attempted theft

What is not covered

Damage caused by bedding down of new structures or settlement of newly made up ground

Damage resulting from the movement of solid floor slabs unless the foundations beneath the external walls of **Your Home** are damaged at the same time

Damage caused by river or coastal erosion Damage resulting from

- Demolition or structural repairs or alteration of the **Buildings**

- Faulty workmanship, defective design or the use of defective materials

Loss by deception, unless it is only entry that is gained by deception

Loss or damage caused by **You** or **Your Household**

Loss while **Your Home** or any part of it is lent or let or occupied by paying guests unless force and violence is used to gain entry into or exit from **Your Home** or its domestic outbuildings, garages or greenhouses

Loss of Money from **Your Home** unless force and violence is used to gain entry into or exit from **Your Home**, its domestic outbuildings or garages

Loss or damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

2 - Additional Cover

What is covered

This Cover also provides insurance against

a **Deep Freezer Contents**

Loss of or damage to food in a domestic deep freezer in **Your Home** caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. **We** will also pay for loss or damage to food which has been removed from the deep freezer following an incident insured by this Cover

b **Mirrors and Glass**

Breakage of mirrors, glass or ceramic hobs or tops to furniture and fixed glass in furniture in **Your Home**

c **TVs, Audio Visual equipment, Computers Accidental Damage** to televisions, home computers, satellite tuners, video and audio equipment in **Your Home** and their aerials and satellite aerials

d **Rent and Alternative Accommodation** If **Your Home** is made uninhabitable by any of the causes insured **We** will pay either the

- a Rent which **You** still have to pay for parts of **Your Home** which are unfit to live in
- b Reasonable additional costs of comparable alternative accommodation (including pets) until **Your Home** is fit to live in again

What is not covered

The **Excess** shown in the Schedule

Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority

Loss or damage resulting from wilful neglect by

You or **Your Household**

Damage occurring after **Your Home** has been **Unoccupied** for 30 consecutive days

Mechanical or electrical breakdown Damage to records, recording tapes or discs Damage caused by cleaning, assembling, repairing or dismantling of the apparatus

Property not owned by any member of **Your Household**

What is covered

What is not covered

This cover also provides insurance against

e Door Locks

Replacement and installation of locks of any external door of **Your Home** or any garage domestic outbuilding or greenhouse or any domestic safe or burglar alarm keyswitch if the keys have been stolen or lost

f Temporary Removal

Loss of or damage to the Contents by any cause insured in Paragraph 1 up to a maximum of 15% of the Contents sum insured while temporarily removed from **Your Home**

- a Into a bank safe deposit, occupied private dwelling or any building where any members of **Your Household** are living or carrying on their business within the Channel Islands or the British Isles
- b Elsewhere in the Channel Islands or the British Isles

g Reinstatement of Title Deeds

The cost of replacing the Title Deeds to **Your Home** if they are lost or damaged by any cause insured by Section 2 while in **Your Home** or lodged with your Mortgage Lender, Bank, Advocate or Solicitor - up to £250

h Loss of Oil and Metered Water

- a Additional loss of metered water at **Your Home**
- b Additional loss of domestic heating oil at **Your Home** subject to a maximum of £2,500 in any one **Period of Insurance**

Loss of **Money** by theft unless

force and violence is used to gain entry into or exit from a building

Loss or damage in a furniture depository, sale or exhibition

Loss or damage by theft unless force and violence is used to gain entry into or exit from a building

Loss occurring after **Your Home** has been **Unoccupied** for 30 Consecutive days Loss or Damage excluded elsewhere in Section 2 - The Contents

What is covered

What is not covered

This cover also provides insurance against

i **Christmas Gifts**

Loss of or damage to Christmas Gifts by any cause insured by Section 2 whilst in **Your Home** during the month of December - up to 20% of and in addition to the **Contents** Sum Insured shown in the Schedule

Property excluded under the **Contents** definition of this Policy

j **Wedding Gifts**

Loss or damage to Wedding Gifts by any cause insured by Section 2 whilst in **Your Home** during the period one month before and after the wedding day of any member of **Your Household** - up to 20% of and in addition to the **Contents** Sum Insured shown in the Schedule

Property excluded under the **Contents** definition of this Policy

k **Paying Guests**

Loss of or damage to the **Contents** by any cause insured by this section whilst **Your Home** is occupied by paying guests in addition to members of **Your Household** We must be notified if the number of paying guests exceeds six adults

l **Witness Expenses**

Expenses incurred by any member of **Your Household** when required to act as a witness for criminal proceedings in a court as a prosecution witness or subpoenaed by the court for the purposes of the conduct of criminal proceedings up to £100 per day for each day or part of a day subject to a maximum of £1,000 in any one **Period of Insurance**

Any court attendance expenses where any member of **Your Household** has not been a material witness to a crime

Attendance at proceedings that have been brought against any member of **Your Household**

Any court attendance for civil court proceedings

m **Electronic data downloads**

The cost of replacing **Electronic data downloads** following loss or damage to **Contents** by any of the causes insured subject to a maximum of £1,000 in any one **Period of Insurance**

The cost of remaking or recreating a disc, tape or film

Any data not commercially available at the time of the loss

Loss or damage excluded elsewhere in Section 2 - The Contents

3 Accidental Damage

What is covered

What is not covered

This cover does not apply unless the Schedule states that **Accidental Damage** is included

1 Accidental Damage

Accidental Damage to the **Contents** other than Landlords Fixtures and Fittings in **Your Home** and including while professional removers are moving the property from **Your Home** directly to **Your new Home** both situated within

- a) The Channel Islands
- b) The Isle of Man

2 Personal Possessions

Personal Possessions cover as defined under Section 3 with an additional Sum Insured equivalent to 50% of the **Contents** Sum Insured shown in the Schedule, up to a maximum of £20,000 for **Personal Possessions** unless the Schedule shows an additional amount under Section

3. Subject to the Terms, conditions and exclusions detailed in Section 3 - **Personal Possessions**

- 1 Any **Excess** shown in the schedule
- 2 Damage
 - a To Clothing and **Personal Effects** and Money
 - b Whilst **Your Home** or any part of it is lent or let
 - c Caused by
 - i Wear and tear, settlement or shrinkage
 - ii Wet or dry rot, atmospheric conditions, vermin, insects, fungus or a gradually operating cause
 - iii Faulty workmanship, defective design or the use of defective materials
 - iv Repairing, restoring, cleaning or dyeing
 - v Chewing, scratching, tearing or fouling by domestic pets
- 3 Damage solely caused by mechanical or electrical fault or breakdown
- 4 Any loss, destruction or damage excluded elsewhere in this Policy
- 5 Loss of or damage to property being moved by professional removers unless such property has been professionally packed and unless the terms and conditions required by the professional removers have been complied with

- 1 Any **Excess** shown in the Schedule
- 2 The Exclusions detailed under Section
- 3 - Personal Possessions

4 Inflation Protection for Section 2

To help combat inflation the Sums Insured on **Contents** will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and the States of Jersey, the office for National Statistics of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by the Insurers)

5 Claims Settlement for Section 2

Following loss or damage by any of the causes insured

- 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

We will at **Our** option

either pay the cost of repairing,

pay the cost of replacing as new with an item of similar quality,

replace as new with an item of similar quality

} any items of **Contents**
lost or damaged

or make a cash payment for

- b If the Sum Insured at the time of loss or damage is not as described above or **You** do not intend to repair or replace, **We** may make a deduction for wear, tear or betterment on all items lost or damaged
- c If at the time of damage the Sum Insured on **Contents** is less than the value of the **Contents** then **You** shall be considered as being **Your** own insurer for the difference and shall bear a rateable share of the loss accordingly
- d Notwithstanding the provisions of Paragraph 5a a deduction for wear, tear or betterment will be made for claims arising under Paragraph 2f Temporary Removal in respect of clothing and personal effects

Amount Payable

The maximum amount payable in respect of any one incident is

- a for **Contents**

The Sum Insured (less any **Excess**) subject to the following limits unless the Schedule shows an increased amount **Valuables** in total 40% of **Contents** Sum Insured

Any one **Valuable** 10% of **Contents** Sum Insured

Money £500

Visitors' and paying guests' Personal Possessions £500

Business Equipment £10,000

(except for stock in trade where a maximum limit of £1,000 applies)

- b for Rent and Alternative Accommodation

Up to an amount not exceeding in the aggregate 25% of the Sum Insured on **Contents**

The Sum Insured on **Contents** will not be reduced following payment of a claim

6 Third Party Liability

What is covered

Insurance is provided for any amounts which **You** or any member of **Your Household** becomes legally liable to pay in respect of

Accidental bodily injury, death or disease of any person

Accidental loss of or damage to property

arising

- a As occupiers (but not owners) of the **Buildings** or the land belonging to the **Home**
- b In any other personal capacity
- c As an employer of any domestic employee
- d From the use of a firearm registered with the police authority

in the Channel Islands, Isle of Man, United Kingdom or elsewhere in the world during a temporary visit for the purpose of travel only

Limit

- a **We** will pay up to £2,000,000 in connection with any one incident or series of incidents constituting one occurrence plus any other costs, expenses and Advocates' or Solicitors' fees which **You** have to pay, provided **We** agree them by letter
- b **We** will pay up to £10,000,000 for accidental bodily injury, death or disease of any domestic employee employed by **Your Household** including any other costs, expenses and Advocates' or Solicitors' fees which **You** have to pay, provided **We** agree by letter

What is not covered

We will not pay for liability arising directly or indirectly from

Injury, death or disease of any member of **Your Household** other than **Your** domestic employees

Loss of or damage to property owned by or in the custody or control of any member of **Your Household**

General Exclusions to Paragraph 6

What is covered

What is not covered

We will not pay for liability arising directly or indirectly from

An agreement unless the liability would have existed without the agreement

The trade employment business or profession of any member of **Your Household**

The transmission of any communicable disease or virus by any member of **Your Household**

Injury, death, disease (other than to a domestic employee) or damage arising out of

The ownership of land or buildings by any member of **Your Household**

The occupation of land or buildings by any member of **Your Household** other than the **Buildings** or the land belonging to the **Home**

The use of horses for racing or steeplechasing

The ownership or use of any motorised or mechanically propelled or assisted vehicles including children's vehicles whether licensed for public road use or not (other than garden machinery and motorised or electric wheelchairs),

boats (other than rowing boats), sailboards, surfboards, jet skis and other similar items which are waterborne

aircraft, gliders and hang gliders caravans

trailers,

lifts (other than stair lifts)

If **You** or the member of **Your Household** claiming should die, **You** or their legal personal representatives will have the protection of this Cover

7 Tenants Liability for Damage

If **You** are a tenant of **Your** Home and not the owner or leaseholder, insurance is provided for all sums which **You** are liable to pay under the terms of **Your** tenancy agreement for

a **Buildings**

Damage to the **Buildings** by any of the causes listed under Paragraph 1 of section 2
- The Contents (Page 18 + 19) other than Fire, Subsidence, Heave and Landslip

b **Decorations and Fixtures**

Damage to the internal decorations or landlords fixtures and fittings of the **Buildings** from any of the causes listed under Paragraph 1 of Section 2 - The Contents (Page 18 + 19)

c **Accidental Damage** to inspection covers and to those underground services supplying the **Buildings** other than Damage solely caused by mechanical or electrical fault or breakdown

d **Glass and Sanitary Ware**

Breakage of fixed glass in walls, doors and roofs including double glazed units, solar panels, ceramic hobs or tops and washbasins, pedestals, baths, sinks, lavatory pans and other sanitary ware in the **Buildings**

Amount Payable

The maximum amount payable is 20% of the Sum Insured on the **Contents** in any one **Period of Insurance**

Note: We suggest that **You** examine **Your** tenancy agreement to ensure **Your** liabilities are adequately covered by the above

8 Compensation for Death of any Member of your Household

This cover provides insurance against

Fatal injury to any member of **Your Household** happening within **Your Home** caused by visible violence by thieves or fire, subject to a maximum of £7,500 in any one **Period of Insurance**

Section 3 - Personal Possessions

1 Cover

This cover does not apply unless Section 2 - The Contents Paragraph 3 - Accidental Damage is operative, or, the Sections marked with Sums Insured are shown on the Schedule. When operative, the cover provided by this Section applies within the following territorial limits:-

Anywhere within the Channel Islands or Isle of Man

Elsewhere within the British Isles

Elsewhere in the world for the purposes of travel only

A Unspecified valuables

Unspecified valuables, clothing and personal effects, pedal cycles, sports equipment, students personal possessions, personal money, credit cards, mobile phones and portable computers

What is covered

Property owned by any member of **Your Household** or for which they are responsible

- a accidental loss of or damage to **Valuables**, Clothing and **Personal Effects**, Pedal Cycles, Sports Equipment, Specialised Sports Clothing, Mobile Phones, Portable Computers and their accessories

What is not covered

Any **Excess** shown in the schedule Loss or damage listed under 'General Exclusions to Cover Section 3'

Any article used or held for business or professional purposes which are not owned by **Your Household**

Tools or instruments used or held for business or professional purposes

Contact lenses, china, glass or porcelain articles Theft of cycles or parts of the cycles whilst outside the boundaries of the land to the **Home** unless the cycle is in a locked building or has been attached to a permanent fixture and immobilised by a security device

Loss or damage while cycles are being used for racing

Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time Equipment for mountaineering, potholing, parachuting, windsurfing, surfing, motor vehicles, trailers, **Caravans**, boats, vessels, aircraft and their respective accessories

Living creatures

Loss or damage while taking part in organised racing (other than on foot) or professional sport Loss or damage to golf balls unless contained in the golf bag at the time of the loss or damage

What is covered

- b loss or damage to items belonging to or in the custody of members of **Your Household** whilst residing away from **Home** for the purposes of further education
- c loss of **Money**

- d loss from fraudulent use by unauthorised persons of credit, charge, cheque, debit and cash cards issued in the British Isles
- e loss from fraudulent use by unauthorised persons of mobile phones

What is not covered

- Loss or damage to mobile phone or portable computer accessories unless the mobile phone and or portable computer is lost or damaged at the same time
- Theft of unattended articles unless from within a locked store or locker following forcible or violent entry and or exit in addition to the exclusions listed above
- Securities, certificates other than savings certificates and documents
- Depreciation in value of **Money**
- Loss of **Money** caused by errors or omissions in payments, receipts or book-keeping
- Loss of **Money** not reported to the Police within 24 hours of discovery
- Losses of cards not reported to the Police and the issuing organisation within 24 hours of discovery
- Losses caused by use by any member of **Your Household** or with their permission
- Losses from fraudulent use of stolen mobile phones not reported to the Police and the issuing organisation within 24 hours of discovery

B Specified Items

Unspecified valuables, clothing and personal effects, pedal cycles, sports equipment, students personal possessions, personal money, credit cards, mobile phones and portable computers

What is covered

Accidental loss of or damage to items specified in the Schedule and owned by any member of **Your Household** or for which they are responsible

What is not covered

The **Excess** shown in the Schedule Loss or damage listed under 'General Exclusions to Section 3'

Tools or Instruments used or held for business or professional purposes

Any other article used or held for business or professional purposes which is not owned by **Your Household**

Contact lenses, china, glass or porcelain articles Theft of cycles or parts of the cycles whilst outside the boundaries of the land to the **Home** unless the cycle is in a locked building or has been attached to a permanent fixture and immobilised by a security device

Loss or damage while cycles are being used for racing

Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time Equipment for mountaineering, potholing, parachuting, windsurfing, surfing, motor vehicles, trailers, **Caravans**, boats, vessels, aircraft and their respective accessories

Living creatures

Loss or damage while taking part in organised racing (other than on foot) or professional sport Loss or damage to golf balls unless contained in the golf bag at the time of the loss or damage

2 Inflation Protection for Section 3

To help combat inflation the Sums Insured under this Section will be automatically increased in accordance with the relevant sections of the Index of Retail Prices as issued by the States of Guernsey and States of Jersey, the office for National Statistics of the United Kingdom and the Government of the Isle of Man (or an alternative index selected by the Insurers)

3 Claims Settlement for Section 3

We will at **Our** option

- either
- pay the cost of repairing,
 - pay the cost of replacing as new with an item of similar quality,
 - replace as new with an item of similar quality
- or
- make a cash payment for
- } any items lost or damaged

If **you** do not intend to repair or replace **we** may make a deduction for wear, tear or betterment on all items lost or damaged

What is covered

Amount Payable

The maximum amount payable in respect of any one incident is

- A
- a for Unspecified **Valuables**,
Clothing and **Personal Effects**, Pedal cycles, Sports Equipment and Specialised Sport Clothing, Mobile Phones, Portable Computer and their accessories
 - b loss or damage to items belonging to or in the custody of members of **Your Household** whilst residing away from **Home** for the purposes of further education
 - c **Money** £500
 - d Credit Cards £1,000
 - e loss from fraudulent use by unauthorised persons of mobile phones £100
- B for Specified Items

The maximum amount payable in respect of any one incident of theft from unattended road vehicles is £2,500

What is not covered

The Sum Insured (less any **Excess**) subject to a maximum amount of £2,000 in respect of any one item

A total limit (unless Specified) of £2,500 per student (less any **Excess**) subject to a maximum amount of £500 in respect of any one item (unless Specified)

In addition to the Sum Insured (less any **Excess**)

The Sum Insured (less any **Excess**)

4 General Exclusions to Section 3

What is covered

What is not covered

We will not pay for

Damage due solely to wear and tear

Damage caused by cleaning, dyeing, repairing, restoring or renovating

Damage caused by chewing, scratching, tearing or fouling by domestic pets for which **Your Household** is responsible, vermin, insects, mildew, fungus or atmospheric conditions Damage solely caused by mechanical or electrical breakdown

Loss by deception unless it is only entry in to **Your Home** that is gained by deception

Theft from unattended road vehicles other than from a locked luggage boot, luggage or glove compartment following forcible and violent entry to a securely locked vehicle

Section 4 - Small Craft

1 Cover

What is covered

Accidental loss of or damage to **Small Craft**

- a Ashore anywhere in the Channel Islands or British Isles
- b Afloat when not in use in Channel Island waters or coastal waters of the British Isles on a suitable and well maintained unexposed mooring between 1st May and 30th September
- c Whilst actually in use in Channel Island or British Isles coastal waters and in European coastal waters for up to 45 days in any one **Period of Insurance**
- d In transit by sea, road or rail

What is not covered

Any **Excess** shown in the Schedule Damage caused by wear and tear

Damage resulting from faulty construction or design

Mechanical or electrical breakdown Damage caused by the **Small Craft's** unseaworthiness

Scratching or bruising in transit

Loss or damage caused by theft of the **Small Craft's** machinery or equipment unless force is used to gain entry into the **Small Craft** or its store

Loss or damage caused by theft of an outboard motor, unless securely locked to the **Small Craft** by an anti-theft device or from a locked store Loss or damage caused by theft of a trailer unless it is immobilised or kept in a locked store when not in use

Loss of or damage to the skeg or daggerboard of a sailboard or loss or damage caused by theft of a surfboard or sailboard unless from within locked premises or from a vehicle where a security lock is employed

Loss or damage to sails or protective covers split by the wind or blown away whilst set unless

- a Caused by the **Small Craft** being stranded or in collision or in contact with any external substance other than water
- b Resulting from damage to the spars to which the sails are bent occurring whilst racing (if insured)

Loss or damage whilst the **Small Craft** is

- a Let out on hire or charter
- b Being used for business purposes
- c Towing other craft unless they are in distress
- d Being towed on water except as is customary or when in need of assistance

Loss or damage sustained whilst racing (unless otherwise shown in the Schedule)

2 Claims Settlement for Section 4

We will at **Our** option

either pay the cost of repairing,
pay the cost of replacing as new with an item of similar quality,
replace as new with an item of similar quality

or make a cash payment for

} any items lost or damaged

If **you** do not intend to repair or replace **we** may make a deduction for wear, tear or betterment on all items lost or damaged

Amount Payable

The maximum amount payable in respect of any one incident is

The Sum Insured (less any **Excess**)

The Sum Insured will not be reduced following payment of a claim

3 Third Party Liability

What is covered

Damages and Costs

We will pay any amounts which any member of **Your Household** becomes legally liable to pay in respect of

Accidental bodily injury, death or disease of any person including passengers

Accidental loss of or damage to property including piers, docks, wharves and jetties

arising out of the ownership or use of **Your Small Craft**

What is not covered

We will not pay for liability directly or indirectly arising from

Accidental bodily injury, death or disease of any person employed by **You** directly or indirectly in connection with the **Small Craft**

The transmission of any communicable disease or virus by any member of **Your Household**

Loss of or damage to property owned, occupied or in the custody of any member of **Your Household**

Use or custody of the **Small Craft** by an operator or employee of any shipyard, marina, repair yard, slipway, yacht club, sales agency or similar organisation

Letting out on hire or charter Use for business purposes

Towing other craft unless they are in distress

The **Small Craft** being towed in water except as is customary or when in need of assistance

Transit by road or rail

Racing (unless otherwise shown in the Schedule)

What is covered

What is not covered

We will also pay for

Other expenses

- a Costs which any member of **Your Household** becomes legally liable to pay for salvaging or attempting to salvage **Your Small Craft**
- b Expenses **You** have to pay to reduce or avoid the loss of or damage to **Your Small Craft**
- c Other costs expenses and legal fees which **You** have to pay provided **We** agree by letter

We will also cover the legal liability of any other person who is using or has custody of the **Small Craft** with **Your** permission and who is not insured elsewhere

Limit

£1,000,000 in respect of any one incident. In addition, **We** will pay the amounts specified in a, b and c above

If **You** or the member of **Your Household** claiming should die, **Your** or their legal personal representatives will have the protection of this Cover

Section 5 - Caravans

1 Cover

What is covered

- 1 Accidental loss of or damage to the **Caravan**
 - a Anywhere in the British Isles
 - b Elsewhere in Europe for up to 60 days in any one period of insurance
 - c In transit by sea between ports in Europe by a recognised passenger carrying service, provided that the journey does not take longer than 65 hours under normal conditions

What is not covered

Any Excess shown in the Schedule

Caravans which are permanently sited, used as permanent dwellings or on hire, including their accessories and contents

Property used or held solely for business or professional purposes

Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets for which **Your Household** is responsible, vermin, insects, mildew or fungus

Mechanical or electrical breakdown Loss by deception

Damage to tyres caused by punctures, cuts or bursts

Loss or damage whilst being towed during hire Loss or damage to furniture, furnishings or utensils caused by theft, malicious persons or vandals when **You** leave **Your Caravan** unattended unless the loss or damage occurred when **Your Caravan** was fully locked **Valuables**, Clothing and **Personal Effects**

Money, credit and charge cards Pedal cycles, prams and pushchairs

Sports equipment and specialised sports clothing

Theft of the **Caravan** unless the towbar is fitted with an anti-theft lock at all times or the wheels are secured with a security device when parked

What is covered

What is not covered

2 Recovery and Re-delivery

The reasonable cost of

- a Protecting **Your Caravan** and removing it to the nearest competent repairers if it is not roadworthy as a result of an insured cause
- b Delivery to **Your Home**, but if **Your Caravan** is damaged on the Continent of Europe and cannot be economically repaired before **You** intend to return home, **We** will only pay the cost of
 - i removing **Your Caravan** to the Continental port of embarkation
 - ii any additional freight charged from that port to the Channel Islands or British Isles
 - iii returning **Your Caravan** from the British port to **Your Home**

In addition **We** will pay any Customs Duty **You** have to pay on **Your Caravan** following loss or damage insured by this Cover, when it is temporarily imported into any country on the Continent of Europe

3 Loss of Use

- a The reasonable costs of hiring another **Caravan** or other alternative accommodation
- b Lost hiring charges for bookings accepted prior to the loss or damage
 - while **Your Caravan** is uninhabitable as a result of loss or damage insured by this Cover

4 Salvage Charges

All reasonable costs and expenses which **You** have to pay to reduce or avoid loss which would have resulted in a claim under this Cover during the course of any sea transit defined in paragraph 1c above

3 Third Party Liability

What is covered

What is not covered

We will at **Our** option either

- a pay the cost of repairing the **Caravan**
- b if the **Caravan** is lost or damaged beyond economical repair we may settle the claim as follows:
 - i if **Your Caravan** is under five years old from the date of manufacture and **You** have been the only owner, **We** may replace **Your Caravan** with a new **Caravan** of the same make and model (or nearest equivalent). You must ensure that the sum insured is adequate to reflect the replacement cost of a new **Caravan** of the same make and model
 - ii if paragraph i does not apply **We** may pay the retail value of the **Caravan** at the time of loss or damage less a deduction to reflect the condition of the **Caravan** prior to the loss
- c make a cash payment

If **You** do not intend to repair or replace **We** may make a deduction for wear, tear or betterment on all items lost or damaged

Amount Payable

The maximum amount payable in respect any one incident under each of the categories under paragraph 1 (less any **Excess**) will be

- 1 the Sum Insured for the item lost or damaged
- 2 £250
- 3 £10 per person per day subject to £150 total
- 4 unlimited

Sums Insured will not be reduced following payment of a claim

3 Third Party Liability

What is covered

Damages and Costs

We will pay any amounts which any member of **Your Household** becomes legally liable to pay in respect of

Accidental bodily injury, death or disease of any person

Accidental loss of or damage to property

arising out of the ownership or use of the **Caravan**

We will also cover the legal liability of any person who is using or has custody of the **Caravan** with **Your** permission and who is not insured elsewhere

Limit

£2,000,000 in respect of any one incident plus any other costs, expenses and legal fees **You** have to pay provided

We agree them by letter

What is not covered

We will not pay for liability directly or indirectly arising from

Injury, death or disease of any member of **Your Household**

The transmission of any communicable disease or virus by any member of **Your Household**

Loss of or damage to property owned, occupied by or in the custody of any member of **Your Household**

Loss of or damage to property owned, occupied or in the custody of any member of Your Household

Use of a motor vehicle

A **Caravan** which is permanently sited or used as a permanent dwelling or is on hire

Towing during hire

An agreement unless the liability would have existed without the agreement

If **You** or the member of **Your Household** claiming should die, **Your** or their legal personal representatives will have the protection of this Cover

Section 6 - Horses & Ponies

The Animal

1 Cover for the Animal

What is covered

Any **Animal** used for private hacking, gymkhanas, pony club events and showjumping for

- a Death

- b Permanent inability to perform the duties for which it is kept

- c Veterinary fees which **You** have to pay for its treatment resulting from an accident, illness or disease sustained in the Channel Islands or British Isles during the **Period of Insurance**

- d Loss by theft or straying

What is not covered

Any **Excess** shown in the Schedule

Slaughter without **Our** consent unless on humane grounds

Destruction in compliance with statute or other order

Death from castration or other surgical operations unless conducted by a veterinary surgeon to save the **Animal's** life

Blemishes which render the **Animal** unsuitable for showing because of its appearance

Treatment for foaling or protective inoculations Fees for castration or other surgical operations, unless conducted to save the **Animal's** life

Loss by theft involving any member of **Your Household**

Loss by deception

2 Claims Settlement for the Animal

What is covered

What is not covered

Amount Payable

The maximum amount payable in respect of any one incident under each of the categories, under paragraph 1 (less any **Excess**) is

- a or d The lower of the Sum Insured for the **Animal** or its market value
- b The lower of 50% of the Sum Insured for the **Animal** or 50% of its market value immediately before the claim
- c £100 for one course of treatment

Conditions

- 1 Following payment of a claim under paragraph 1 b all cover for the disabled **Animal** will cease
- 2 In the event of accident or disability **You** must immediately arrange for a veterinary surgeon to attend and treat the **Animal** The vet's report must be sent to **Us** if **We** request it. If the **Animal** dies **You** are responsible for disposal of the carcass. Any amount raised from the disposal belongs to **Us** and must be forwarded to **Us**

The Equipment

1 Cover

What is covered

- a Accidental loss of or damage to saddles, bridles and riding tack owned by members of **Your Household**

- b Accidental loss of or damage to the non- motorised horse-box shown in the Schedule

What is not covered

We will not pay for

Any **Excess** shown in the Schedule Damage caused by wear and tear

Damage caused by cleaning, repairing, restoring or renovating

Damage caused by chewing, scratching, tearing or fouling by domestic pets for which **Your Household** is responsible, vermin, insects, mildew or fungus

Loss by theft from a commercial riding establishment

Loss by deception

Any **Excess** shown in the Schedule Damage caused by wear and tear

Damage caused by cleaning, repairing, restoring or renovating

Loss or damage unless the horse-box is immobilised when not attached to the towing vehicle

Loss by deception

2 Claims Settlement for the Equipment

We will at **Our** option

either pay the cost of repairing,

pay the cost of replacing as new with an item of similar quality,

replace as new with an item of similar quality

or make a cash payment for

} any items lost or damaged

If **You** do not intend to repair or replace **We** may make a deduction for wear, tear or betterment on all items lost or damaged

Amount Payable

The maximum amount payable in respect of any one incident under each of the categories, under paragraph 1 (less any **Excess**) is

- a Saddles, bridles and riding tack: £250 increased to £500 for **Animals** insured for over £1,000
- b Non-motorised horse-box: the Sum Insured

3 Third Party Liability for Section 6

What is covered

Damages and Costs

We will pay any amounts which any member of **Your Household** becomes legally liable to pay in respect of

Accidental bodily injury, death or disease of any person

Accidental loss of or damage to property

arising out of the ownership or use of

a The **Animal** named in the Schedule

b Any vehicle whilst being drawn by the **Animal**

c Any land or building for stabling or grazing the **Animal**

We will also cover the legal liability of any other person who is using or has custody of the **Animal** with **Your** permission and who is not insured elsewhere

Limit

£2,000,000 in respect of any one incident plus any other costs, expenses and legal fees **You** have to pay provided **We** agree them by letter

What is not covered

We will not pay for liability directly or indirectly arising from

Injury, death or disease of any member of **Your Household**

The transmission of any communicable disease or virus by any member of **Your Household**

Loss of or damage to property owned by or in the custody or control of any member of **Your Household**

The employment, business or profession of any member of **Your Household**

An agreement unless it would have existed without the agreement

and or when

the **Animal** is being kept for purposes other than private hacking, gymkhanas, pony club events and show-jumping

If **You** or the member of **Your Household** claiming should die, **You** or their legal personal representatives will have the protection of this Cover

Conditions which apply to the whole policy

1 Policy Terms and Conditions

You and members of **Your Household** and any other person entitled to cover under this Policy must comply with its terms and conditions

2 Precautions

You must take all reasonable steps to prevent or minimise loss, damage or accident and maintain the insured property in a sound condition and good repair

3 Unoccupancy

Provided **You** ensure that not later than the 30th consecutive day of any extended period during which **Your Home** will be **Unoccupied**, **You** have appointed a person responsible to **You** to carry out an internal and external inspection of **Your Home** at least twice during every period of seven consecutive days and **You** have;

- turned off the water supply at the main stopcock and drained the system down
or
- maintained by means of thermostats central heating of **Your Home** at an ambient temperature of not less than 7 degrees Celsius

We will agree to substitute the expression “60 consecutive days” for “30 consecutive days” in any exclusion or limitation relating to **Your Home** being **Unoccupied** for the duration of such extended period

4 Other Insurance

If any loss, damage or legal liability covered under this Policy is also covered by any other insurance

We will not pay more than **Our** rateable proportion of any claim

5 Annual Premium Cancellation

You may cancel the Policy by giving **Us** written instructions. Any return of premium will depend upon whether there has been a material change in the risk, how long the Policy has been in force and whether any claims have been made

We may also cancel the Policy by sending 7 days notice by letter to **Your** last known address. If **We** cancel the Policy **We** will make a full refund of the premium for any unexpired period of cover

6 Monthly Premium Cancellation

You may cancel the Policy by giving **Us** written instructions. **You** should also instruct **Your** Bank or Building Society to cancel **Your** Direct Debit arrangement

We may cancel the Policy. If **We** cancel **Your** Policy or **Your** Policy is cancelled because **Your** Bank or Building Society is not prepared to honour **Your** Direct Debit application **We** will write to **You** at **Your** last known address confirming that all cover will cease 7 days after the date of **Our** letter

If the Policy is cancelled either by **You** or **Us**, **We** will stop applying for **Your** monthly premium

Conditions

7 Notification of a Claim

When **You** become aware of a possible claim under this Policy, **You** must notify **Us** in writing without delay. If there has been theft, attempted theft, vandalism, any malicious act or any member of **Your Household** loses any article **You** must also tell the Police immediately

You must at **Your** own expense provide **Us** with all details and evidence **We** request, including written estimates and proof of ownership and value. Do not dispose of any damaged items until **We** have had the opportunity to

inspect them. Any writ, summons or other legal document served on **You** or any member of **Your Household** in connection with a possible claim must be sent to **Us** immediately. **You** must not answer any correspondence without **Our** consent

8 Conduct of the Claim

You must give whatever information or assistance **We** request and must not admit, deny or negotiate any claim without **Our** written consent

No property may be abandoned to **Us**

9 Subrogation

Before or after **We** pay **Your** claim under this Policy **You** must, if **We** ask **You**, take, or allow **Us** to take in **Your** name, all the steps needed to enforce **Your** rights against any other person
We will pay any costs and expenses involved

10 Alteration in Risk

You must notify **Us** immediately of any alteration in risk which materially affects this insurance

11 Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed in accordance with the Chartered Institute of Arbitrators provisions. Where any difference is to be referred to arbitration, the making of an award shall be a condition precedent to any right of action against **Us**

12 Fraud

If any claim is in any way fraudulent or if any fraudulent means or devices are used by the **Policyholder** or anyone acting on his behalf to obtain any benefit under this Policy or if any Damage be occasioned by the wilful act or with the connivance of the **Policyholder** all benefits under this Policy shall be forfeited

13 Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment

or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the insurance period we may cancel this policy immediately by giving you written notice at your last known address.

Exclusion which apply to the Whole Policy

We will not pay for

1 Matching of Items

The cost of replacing any undamaged item or parts of items forming part of a set (other than a pair) suite, carpet or other article of a uniform nature, colour or design where the remaining item or items are still usable and the loss or damage occurs

- a within a clearly identifiable area or to a specific part and
- b replacements cannot be matched

2 Existing and Deliberate Damage

- a Any loss or damage occurring before cover starts
- b Loss or damage caused deliberately by **You** or **Your Household**

3 Loss of Value

Depreciation or loss in value of property other than that specified under Paragraph 5 b ii of Claims Settlement for Section 1 if the claim is to be settled on this basis

4 Wear and Tear

Wear and tear or any gradually operating cause

5 Consequential Losses

Consequential Loss of any kind or description incurred by **You** or **Your Household**

6 Radioactive Contamination and War Risks

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

- 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 properties of any explosive nuclear assembly or nuclear component of it
- c war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power

7 Sonic Bangs

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

8 Dangerous Dogs Act 1991

Liability arising directly or indirectly from injury, death, disease (other than to a domestic employee) or damage caused by any dog of a type referred to whether specifically or otherwise in Section 1 (1) of the Dangerous Dogs Act 1991 or any similar legislation in the Channel Islands or the Isle of Man

9 Climatic Conditions

Loss or damage directly occasioned by frost (except for damage resulting from the escape of water from any fixed water installation) or sudden changes of temperature

Exclusion

10 Confiscation or Nationalisation

Loss or damage caused by confiscation or nationalisation by any authority

11 Terrorism

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 any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence

12 Cyber attack

Any loss, damage, liability, claim, demand, cost (including legal costs) or expense of any kind directly or indirectly caused by, resulting from or in connection with a cyber-attack which is targeted or brought against a public or private utility company or network operator of any kind (including without limitation gas, electricity, water and sewerage), or local, national or multinational governmental authority, agency or other public body.

For the purposes of this exclusion, “cyber attack” means any assault or attempt to expose, alter, disable, destroy, steal or gain unauthorised access by any person or organisation (including cybercriminals) using one or more computers or devices against a single or multiple computers or networks, systems or infrastructure.

Making a Claim

Naturally we hope you don't have any accidents or misfortune, but if you do, the following advice might be useful:

- First of all, look at your policy to check that the loss or damage is covered. Look up the appropriate Section in this booklet to see precisely what is provided. Read carefully any exceptions or conditions that may apply. Remember that your Household Policy does not cover any loss or damage which has been caused purely by wear and tear — it is not a maintenance contract. If you wish to make a claim please obtain and complete a claim form and send it to your usual Insurance Adviser or the Intact Insurance Channel Islands Claims Department
- Remember to tell the Police as soon as you can if property has been stolen, maliciously damaged or you lose a valuable article
- When it is necessary, you should arrange for emergency repairs to be carried out to prevent further damage to your property. For example, if you have a frozen pipe you should turn off the water supply and if necessary call out a 24-hour plumber
- Where repairs are not necessary immediately, you should get two estimates wherever possible and send them to us with your claim form. Do not delay sending in the claim form until you get the estimates — simply tell us that they are being obtained. Once we have agreed an estimate, you can get the work done and then send the final account for settlement
- If your claim includes damage to boilers or tanks, you must not dispose of the damaged items before we have had the opportunity to inspect them
- If someone is making a claim against you for any injury to them or damage to their property, you must send us full details, in writing, as soon as possible. Any letters or documents you receive should be sent to us, unanswered without delay. It is most important that you leave us to deal with the matter on your behalf and do not get involved in any correspondence with the other person

If you have any queries or if you need any help to make your claim, just let us know

Security Condition

Where the Schedule shows the Security Condition applies

Insurance against theft or attempted theft is subject to the following security arrangements being in force at the time of the loss:

- a The door used as final exit from **Your Home** shall be fitted with a mortise deadlock with at least 5 levers, approved under BS3621 (thief resistant locks) or with an alternative acceptable locking device
- b All other external doors, unless secured as shown in a above, shall be fitted with acceptable key operated security bolts fitted top and bottom to each leaf and supplementing any existing locks
- c Sliding patio doors shall be fitted with acceptable key operated security locks fitted top and bottom or with acceptable key operated window locks
- d All windows (accessible from the ground, adjoining roofs and porches or via downpipes) and skylights shall be fitted with acceptable key operated window locks
- e All external doors and the windows specified in d above shall be secured using the acceptable security devices whenever **Your Home** is left unattended, and the keys withdrawn from the locks
- f When **Your Household** retires for the night all external doors and windows specified in d above except those in occupied bedrooms shall be secured using the acceptable security devices and the keys withdrawn

Advice on home security can be obtained from your local Crime Prevention Officer, reputable locksmiths and security companies

Customer Service

At Intact Insurance **we** have a real commitment to customer care. **We** have built a reputation as an Insurer that puts **our** customers first. **You** can help **us** to maintain this position by letting **us** know if **you** consider that **our** service has been unsatisfactory. **We** aim to give **our** customers a high standard of service at all times.

Complaints Procedure

Step 1

If **you** are unhappy with **our** service for any reason, **you** should write or email initially to the Complaints Officer of Intact Insurance at the address shown on **your** Schedule who will ensure that the matter receives attention.

Step 2

If matters are not resolved to **your** satisfaction, **you** are invited to write to:

Post: The Managing Director,
Intact Insurance Channel Islands Limited,
PO Box 160,
No.1, The Plaza,
Elizabeth Avenue,
Guernsey
GY1 4EY

Email: complaintsci@intactinsurance.co.uk

Step 3

If **you** are not satisfied with **our** final response to **your** complaint, **you** may be eligible to refer **your** case to one of the Financial Ombudsmen shown below:

1 Channel Islands

Post: Channel Islands Financial
Ombudsman (CIFO),
PO Box 114,
Jersey
JE4 9QG

Telephone: (Guernsey): 01481 722218
(Jersey): 01534 669800

Email: enquiries@ci-fo.org

2 United Kingdom or in respect of Compulsory UK insurance **you** may be eligible to refer **your** case to the UK Financial Ombudsman,

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

Telephone: 0800 0234 567 (for landline users)
0300 1239 123 (for mobile users)

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

Website: www.financial-ombudsman.org.uk

3 Isle of Man **you** may be eligible to refer **your** case to

Post: The Financial Services Ombudsman Scheme,
Isle of Man Office of Fair Trading,
Thie Slieau Whallian,
Foxdale Road, St John's,
Isle of Man
IM4 3AS
British Isles

Telephone: 44 (0)1624 686500

Email: ombudsman@iomoft.gov.im

You have six months from the date of **our** final response to refer **your** complaint to the Financial Ombudsman Service.

This does not affect **your** right to take legal action; however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

Who are we?

We are Intact Insurance Channel Islands Limited, part of Intact Financial Corporation. We provide commercial and consumer insurance products and services.

Why do we collect and use your personal information?

As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you and if you have agreed.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance.

We may need to check your information with external companies/organisations (e.g. the DVLA, the Motor Insurance Database, credit reference agencies and criminal conviction checks.) When buying certain products, sometimes we will ask for special categories of personal data (e.g. driving offences for motor insurance, medical records in case of injury).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application, we may be provided with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice. To use your personal information, we will rely on one or more of the following grounds:

Performance of contract: We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).

Consent: In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".

Necessity to establish, exercise or defend legal claim: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.

Compliance with a legal obligation: Where laws or regulations may require us to use your personal information in certain ways.

Legitimate Interests: We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out analytical research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

Where else do we collect information about you?

We will receive details about you from other people or companies. For example:

Given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker) where you have given them the permission to do so; or

Lawfully collected from other sources (e.g. Motor Insurance Database, Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures.

If you would like some further information, please contact us.

Will we share your personal information with anyone else?

We do not disclose your information outside of the Intact Group except:

Where we need to check the information provided to us before we can offer you an insurance product (e.g. reference agencies);

Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/ prevention);

Where we provide insurance services in partnership with other companies;

In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;

As required to enforce or apply this Privacy Notice, or the contract of insurance itself; Within our group for administrative purposes;

As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;

With healthcare providers in the context of any relevant claim being made against your policy;

If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims

With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.); With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

Which decisions made about you will be automated?

Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:

Pricing and Underwriting - this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.

Credit Referencing - using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided.

For how long will we keep your information?

Your personal information will be retained under one or more of the following criteria:

Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.

Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent.

Where, for a limited period of time, we are using some of your information to improve the products or services we provide. For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

Your information is incorrect what should you do?

If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

What are your rights over the information that is held by Intact Insurance Channel Islands?

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
 - a. If you believe that the information we hold about you is inaccurate, or;
 - b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
 - c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
 - d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
 - a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
 - b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.)

In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion - we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

How you can contact us about this Privacy Notice

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
Intact Insurance Channel Islands
PO Box 160,
No.1 The Plaza,
Elizabeth Avenue,
Guernsey
GY1 4EY.

You may also email us at:

Email: complaintsci@intactinsurance.co.uk

How you can lodge a complaint

If you wish to raise a complaint on how we have handled your personal information, please send an email to complaintsci@intactinsurance.co.uk or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with Guernsey Data Protection laws, you may lodge a complaint to the office of the Data Protection Commissioner, whose contact details are;

Office of the Data Protection Authority
Block A
Lefebvre Court
Lefebvre Street
St Peter Port
GY1 2JP

Telephone: 01481 742074

Email: enquiries@odpa.gg

Compulsory Insurance (Employers' Liability) in Great Britain and Northern Ireland

The following only applies in respect of any insurance under this policy, required to meet legislation enacted in Great Britain and Northern Ireland.

Employers Liability Tracing Office

Certain information relating to your insurance policy including, without limitation, the policy number(s), employers' names and addresses (including subsidiaries and any relevant changes of name), coverage dates, employer's reference numbers provided by His Majesty's Revenue and Customs and Companies House Reference Numbers (if relevant), will be provided to the Employers' Liability Tracing Office (the 'ELTO') and added to an electronic database (the 'Database').

This information will be made available in a specified and readily accessible form as required by the Employers' Liability Insurance: Disclosure By Insurers Instrument 2010. This information will be subject to regular periodic updating and certification and will be audited on an annual basis.

The Database will assist individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK for employers.

Financial Services Compensation Scheme-UK only

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending of the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

www.intactinsuranceci.com

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