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## **Your Insurance**

Your Insurance Cover is a combination of:

- the Cover wording in this Insurance Certificate
- the Schedule which will have been sent to You with this Insurance Certificate.

Cover Sections in this Certificate are only operative if stated in Your Schedule.

The Schedule indicates:

- \* The Sections chosen.
- \* The Sums Insured.
- \* Any special terms conditions or endorsements which may apply to Your Cover.
- \* A security warranty where appropriate.
- \* Advent's address, fax and telephone numbers.

**PLEASE READ YOUR SCHEDULE CAREFULLY IN CONJUNCTION WITH THIS CERTIFICATE BOOK TO ENSURE YOUR COVER MEETS YOUR REQUIREMENTS AND THAT IT IS FULLY UNDERSTOOD. IF IN ANY DOUBT, PLEASE CONTACT US.**

## **How to read Your Insurance Certificate**

The following applies to all Sections.

This is Your Cotswold Home Insurance Certificate.

It explains what is or is not covered, although You will have to refer to Your Schedule to see which Cover Sections You have selected and therefore which are operative in Your case.

**Please read all Your Insurance documents carefully, ensure that Your Cover meets Your requirements, and keep them in a safe place.**

**Please check all the details in Your Schedule and ensure they are correct.**

## **Cover**

We have designed this Insurance Certificate to help You understand the Cover provided.

### **"What is covered"**

This text is primed in black and gives detailed information on the Cover provided.

### **"What is not covered"**

This text is printed in red opposite Cover details to draw Your attention to what is not covered

## The meaning of key words

So as to avoid repeating explanations We use key words such as Home and Garden as well as frequently referring to We and You in order to explain the Cover.

The following key words or phrases, which are listed below in alphabetical order, have the same meaning whenever they appear and will always be shown with an initial capital letter so as to remind You of their importance.

**Accidental Damage** - damage caused by violent external means.

**Advent** - Advent Insurance Services Limited.

**Buildings** - these are defined at the beginning of Section 1 and include Your Home and Outbuildings.

**Cause** - a cause of loss or damage listed at the beginning of Sections 1 and 2.

**Contents** - these are defined at the beginning of Section 2

**Cover** - refers to those Sections of this Certificate or Cover which appear on the Schedule and which are operative in Your case.

**Endorsement** - an amendment to Your Certificate or Cover which appears in Your Schedule.

**Excess** - the amount which You pay for anyone incident under each Section of Your Insurance and which is deducted from Your Claim settlement. This amount may be stated on Your Schedule or in this Insurance Certificate.

**Garden** - open ground within the boundaries of the land belonging to the Home.

**Home** - the private dwelling named in the Schedule but not its Outbuildings.

**Money** - is defined at the beginning of Section 2.

**Outbuildings** -garages (detached or integral) sheds greenhouses and other buildings together with domestic central heating or oil/gas tanks all of which are situated within the boundaries of the land belonging to the Home.

**Period of Insurance** - the period starting and ending on those dates shown in Your Schedule.

**Personal Effects** - property normally worn or used and in either case carried about by the person.

**Proposal Form** - the form signed by You containing material information relevant to Your Cover.

**Replacement Value** - the cost of replacing items as new except for clothing and household linen where deduction must be made to allow for wear and tear.

**Schedule** - the document which details Cover Sections operative Your Sums Insured and specific details of Cover which apply to You.

**Standard Construction** - built of brick stone or concrete and roofed with slates tiles or concrete.

**Sum Insured** - the amount of Cover stated in Your Schedule for the Section concerned.

**Unfurnished** - without sufficient furniture and furnishings for normal living purposes.

**United Kingdom** - Great Britain Northern Ireland the Isle of Man and the Channel Islands.

**Valuables** - these are defined at the beginning of Section 2.

**We/Us/Our** - the Insurer stated in Your Schedule or Advent acting on its behalf.

**You/Your/the Insured** - the person named in the Schedule.

## Who are the Underwriters?

This Insurance is underwritten by the Insurer stated in Your Schedule.

The Helplines are provided by DAS Legal Expenses Insurance Company Limited.

## Our Contract with You

In return for payment of the premium shown in the Schedule We agree to insure You subject to the terms and conditions contained in or endorsed in this Insurance against loss or damage You sustain or legal liability You incur for accidents happening during the Period of Insurance shown in the Schedule.

When drawing up this Insurance We have relied on the information and statements which You have provided in the proposal form (or declaration) on the date shown in the Schedule.

The Insurance relates only to those sections of this Insurance Certificate book which are shown in the Schedule as being included.

## **Section 1 -Cover for Your Buildings**

Your Schedule will show whether You have chosen this Section and the Sum Insured

### **What are Buildings?**

This means Your Home together with its Outbuildings walls gates footpaths hedges fences paths drives patios terraces swimming pools tennis courts and landlords fixtures and fittings. The Home must be of Standard Construction but the Outbuildings need not. The Home must be primarily used for private purposes unless stated otherwise on Your Schedule. Please see page 3 for the full definition of Home and Outbuildings.

### **What is the most We will pay?**

We will not pay more in total than the Sum Insured shown on Your Schedule for anyone claim (less the Excess) **The reinstatement value of the Buildings must not exceed the Buildings Sum Insured shown in Your Schedule.**

### **PART A -Cover for loss or damage by Causes detailed in this Part**

Your Schedule will show whether You have Cover under Part A

#### **What is covered?**

#### **What is not covered**

Your Buildings are insured against damage by the following Causes:

The Excess stated on Your Schedule

Fire explosion lightning earthquake

Smoke

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

Storm and flood

Loss or damage caused

- (a) By frost
- (b) To fences gates hedges or tennis courts
- (c) By wet or dry rot

Riot civil commotion strike labour and political disturbances

Malicious persons or vandals

Loss or damage

- (a) occurring after the Home has been left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule
- (b) caused by You or any guest or tenant

Subsidence or heave of the site beneath the Building or landslip

(a) Damage

- (i) To walls gates hedges fences footpaths drives patios outdoor swimming pools tennis courts terraces unless the Home or Outbuildings are damaged at the same time.
- (ii) Caused by coastal or river erosion.
- (iii) Caused by bedding down of new structures or settlement of newly made up ground.
- (iv) Caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings.
- (b) Any claim for which compensation is provided by another source.
- (c) Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of the Home are damaged at the same time.
- (d) Damage resulting from
  - (i) Demolition or structural repairs or alterations to the Buildings.
  - (ii) Faulty workmanship defective design or the use of defective materials in the Buildings
- (e) The first £1,000 of each claim unless stated otherwise on Your Schedule

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

Damage

- (a) Occurring when the Home is left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule.
- (b) Arising from wear and tear gradual deterioration any inherent defect or faulty or defective workmanship materials or design.
- (c) Caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Buildings.
- (d) Caused by wet or dry rot.
- (e) To the component or appliance from which the water or oil escapes.

Theft or attempted theft

Loss or damage

- (a) Occurring after the Home has been left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule.
- (b) Caused by You or any guest or tenant.

**What is covered?****What is not covered**

Impact involving a vehicle train or animal

Damage caused by  
(a) Domestic pets for which You or any guest or tenant are responsible.  
(b) Insects or vermin.

Impact involving an aircraft or aerial device or anything falling from them.

Falling aerials satellite dishes their fittings or masts

Damage to the aerial satellite dish fitting or mast.

Falling trees or branches

(a) The cost of removal of the tree or branch unless the Home or Outbuildings have been damaged at the same time.  
(b) Damage to fences gates hedges or tennis courts.  
(c) Loss or damage by trees being cut down or back.

## **Extra benefits included with Buildings Cover**

**What is covered?****What is not covered**

### **Loss of Letting Income and Alternative Accommodation.**

If the Home is made uninhabitable because of loss or damage covered under Part A of this Section We will pay the amount of rent which ceases to be payable to You or income from any guest or tenant but only during the period necessary to reinstate the Home to a habitable condition.

(a) Any payment in excess of 20% of the Sum Insured for anyone claim.  
(b) Alternative accommodation for any guest or tenant.

### **Glass and Sanitary Ware**

Accidental breakage of  
(1) Fixed glass in windows doors fanlights skylights greenhouses conservatories and verandas.  
(2) Fixed sanitary ware and bathroom fittings.  
(3) Ceramic hobs in built-in kitchen furniture.

Loss or damage occurring when the Home is left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule.

### **Underground Pipes and Cables**

Accidental Damage to underground drains pipes cables Damage which You are not legally responsible to repair and tanks providing services to or from the Home and Outbuildings.

Damage which You are not legally responsible to repair.

### **Repair of Sewer**

We will pay the cost incurred in breaking into and repairing the pipe between the main sewer and Your Home following the blockage of the pipe.

(i) Any payment in excess of £1,000 for any one claim  
(ii) Wear and tear or any gradually operating cause.

### **Removal of Debris and Building Fees**

If there has been damage which is covered under Part A of this Section We will pay for  
(1) architects' surveyors' consulting engineers' legal and other fees which You have to pay to reinstate the Buildings but not for preparing and handling any claim  
(2) the cost of removal of debris

### **Local Authority Requirements**

If there has been damage which is covered under Part A of this Section We will pay the extra cost of reinstatement or repair of the damaged part of the Buildings incurred solely to comply with any government or local authority requirement.

Any payment where the requirement had been advised to You before the damage occurred.

### **Liability as Owner of the Buildings**

We will pay any amount which You become legally liable to pay including costs and expenses incurred with Our consent in defence of a claim as damages for

- (1) Bodily injury by accident
- (2) Damage to property

happening during the Period of Insurance and arising from ownership of the Home with You or any person in Your service.

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing.

If You die Your legal personal representatives will have the Cover under this Benefit for liability incurred by normally lives in the Home with You or any person employed by You for any event covered.

(a) Any payment in excess of £2,000,000 where damages are payable for any claim or claims arising from one event

(b) Liability in respect of

(1) Bodily injury to any member of Your family or any person who normally lives in the home with You or any person in Your service.

(2) Damage to property in the care of You or any member of Your family or any person who normally lives in the Home with You or any person employed by You.

(3) Any trade profession business (other than the letting of the Home) or employment unless stated otherwise on Your Schedule.

(4) Any contract which You have entered into unless legal liability would have attached anyway.

(5) The ownership possession or operation of

(i) Road vehicles or any other mechanically propelled or assisted or horse drawn vehicle.

(ii) Any power operated lift.

(iii) The ownership occupation possession or use of any land or building other than the Home and Outbuildings.

(iv) Any wilful or malicious act by You.

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**What is covered?**

Water and Heating Installations  
Damage to any fixed domestic water or heating installation caused by freezing

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**What is not covered**

Damage  
(a) Resulting from rusting corrosion or general wear and tear.  
(b) Occurring when the Home is left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule.

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**Sale and Purchase of a Home**

If You are  
(1) selling the private dwelling insured by Section 1 of this Insurance the purchaser will have the benefit of the Cover under this Section up to the date of completion.  
(2) purchasing another private dwelling Your new dwelling will be insured by Section 1 of this Policy for up to three months from the date contracts to purchase are exchanged or in Scotland the date of the acceptance of offer.

(a) Any payment where the private dwelling being sold or purchased is otherwise insured.  
(b) Loss or damage occurring when the private dwelling being sold or purchased is left Unfurnished for more than 90 days unless stated otherwise on Your Schedule  
(c) Loss or damage to the private dwelling being purchased if it was found to be uninsurable by the insurer of the Home being sold.  
(d) Any loss or damage which would not be covered by the normal terms and conditions of this Insurance.

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**PART B -Accidental Damage Option**

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Your Schedule will show whether You have chosen Cover under Part B

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**What is the most We will pay?**

We will not pay more in total than the Sum Insured shown on Your Schedule for anyone claim (less the Excess)

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Loss or Accidental Damage to the Buildings

The Excess stated on Your Schedule  
Loss or damage arising from  
(a) Anything specifically excluded under Part A of this Section  
(b) Frost  
(c) Wear or tear rust corrosion or gradually developing deterioration of the Buildings  
(d) The lending letting or sub-letting of any part of the Home to anyone other than You unless stated otherwise on Your Schedule  
(e) Structural alteration repair maintenance decoration restoration dismantling demolition renovation or breakdown.  
(f) Anything specifically covered elsewhere in this Insurance.  
(g) Any process of cleaning drying dyeing heating or washing.  
(h) Faulty design or workmanship or the use of faulty materials.  
(i) Movement settlement or shrinkage.  
(j) Gradually operating causes.  
(k) Insects parasites or vermin.  
(l) Corrosion fungus mildew or rot.  
(m) Atmospheric or climatic conditions or the action of light.  
(n) Outbuildings of non-standard construction.

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**Section 2 -Cover for Your Contents**

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Your Schedule will show whether You have chosen this Section and the Sum Insured.

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The Replacement Value of the Contents must not exceed the Contents Sum Insured shown on your Schedule.

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**What is the most We will pay?**

We will not pay more in total than the Sum Insured shown on Your Schedule for anyone claim (less the Excess).

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The following limits apply

We will not pay more than:

Valuables in total - **30% of the Contents Sum Insured or £25,000 whichever is the lower.**

Any individual Valuable - **5% of the Contents Sum Insured or £500 whichever is the higher.**

Computer systems - **20% of the Contents Sum Insured.**

Money - **£250.**

in any Period of Insurance.

**What are Contents?**

All of the following items are included provided that  
(1) they belong to You or You are legally responsible under a written agreement for them and  
(2) they are primarily used for household purposes

**Household Goods**

**Clothing**

**Personal Effects**

This means property normally worn or used and in either case carried about the person

**Pedal Cycles**

**Valuables**

This means

(i) any article of gold silver or other precious metal jewellery pearls or gemstones watches clocks furs pictures and collections of stamps coins or medals

(ii) photographic equipment

(iii) musical instruments (other than pianos)

**Computer systems**

This means

(i) hardware and software

(ii) computer games hardware and software of any description

**Aerials and satellite dishes and their fittings or masts**

**Money**

This means

cash bank or currency notes in current use postal or money orders coins unused postage stamps savings stamps travel tickets telephone cards luncheon vouchers record book or gift tokens travellers cheques or other cheques savings certificates premium bonds lottery tickets Air Miles vouchers

**What is not covered**

- (a) Motor vehicles watercraft caravans and trailers. This does not apply to domestic gardening equipment or pedestrian controlled models or toys
- (b) Parts accessories tools fitted radios and cassette players designed or intended for items listed under (a) above other than for domestic gardening equipment or pedestrian controlled models or toys
- (c) Interior decorations of the Home and Outbuildings
- (d) Negotiable securities and negotiable bonds
- (e) Any living creature
- (f) Plants trees and shrubs in the Garden
- (g) Property more specifically insured by this or any other insurance
- (h) Items primarily used for business purposes (other than the letting of the Home)
- (i) Items owned by any paying guest tenant or other person who does not normally live in the Home
- (j) Any payment in excess of £500 for an aerial or satellite dish
- (k) Loss or damage to any aerial or satellite dish which is not securely mounted on the private roof or wail of the Home or Outbuildings
- (l) Any costs in connection with the re-building of computer hardware or software data
- (m) Money owned by any paying guest tenant or other person who does not normally live in the Home
- (n) Valuables in let properties or holiday homes other than pictures and clocks

**PART A -Cover for loss or damage by Causes detailed in this Part**

**Your Schedule will show whether You have Cover under Part A**

This Part covers loss or damage to Your Contents while they are in the Home as a direct result of the following Causes:

**The Excess stated on Your Schedule**

Fire explosion lightening earthquake

Loss or damage by the gradual effects of smoke and smoke damage caused by agricultural or industrial operations

Smoke

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

Storm or flood

Riot civil commotion strike labour and political disturbances

Malicious persons or vandals

Loss or damage  
(a) occurring after the Home has been left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule  
(b) caused by You or any guest or tenant

## What is covered?

## What is not covered

Subsidence or heave of the site beneath the Home and Outbuildings or landslip

- (a) Damage
  - (i) caused by coastal or river erosion
  - (ii) caused by bedding down of new structures or settlement of newly made up ground
  - (iii) caused by the action of chemicals on or the reaction of chemicals with any materials which form part of the Home or Outbuildings
- (b) Any claim for which compensation is provided by another source
- (c) Damage to solid floor slabs or damage resulting from their movement unless the foundations beneath the external walls of the Home or Outbuildings are damaged at the same time
- (d) Damage resulting from
  - (i) demolition or structural repairs or alterations to the Home or Outbuildings
  - (ii) faulty workmanship defective design or the use of defective materials in the Home or Outbuildings

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

- Damage
- (a) occurring when the Home is left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule
  - (b) to the component or appliance from which the water or oil escapes

Theft or attempted theft

- (a) Loss from or damage to the Home or Outbuildings if any part is lent let or sublet to or occupied by anyone but You unless there has been forcible and violent entry unless stated otherwise on Your Schedule
- (b) Loss or damage occurring when the Home is left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule
- (c) Money unless there has been forcible or violent entry into or exit from the Home or Outbuildings

Impact with the Home or Outbuildings involving a vehicle train or animal

- Loss or damage caused by
- (a) domestic pets for which You or any guest or tenant are responsible
  - (b) insects or vermin

Impact involving an aircraft or aerial device or anything falling from them

Falling aerials satellite dishes their fittings or masts

Falling trees or branches

## Extra benefits included with Contents Cover

### What is covered?

### What is not covered

#### Audio Television and Video Equipment in the Home

Accidental Damage to  
(1) television sets and their aerials  
(2) video recorders  
(3) satellite receiving equipment  
(4) hi-fi systems  
owned by You and used for social and domestic purposes only

- (i) Damage to
  - (a) equipment not in the Home unless stated otherwise on Your Schedule
  - (b) equipment caused by or in the process of cleaning maintenance repair or dismantling
- (ii) Damage caused by or arising from:
  - (a) wear and tear and gradual deterioration
  - (b) faulty design or workmanship or the use of faulty materials
  - (c) insects parasites or vermin
  - (d) corrosion fungus mildew or rot
  - (e) atmospheric or climatic conditions or the action of light
  - (f) mechanical or electrical breakdown or derangement

#### Contents in Outbuildings

Loss or damage by any Cause listed under Cover for Your Contents while in me Outbuildings

- Any payment in excess of
- (i) £2,000 for loss or damage in a garage
  - (ii) £1,000 for loss or damage in any Outbuilding unless stated otherwise on your Schedule other than a garage in any Period of Insurance

## What is covered?

### Contents in the Garden

Loss or damage by any Cause listed under Cover for Your Contents while in the Garden

## What is not covered

- (i) Loss or damage to
  - (a) Valuables
  - (b) Money
  - (c) trees or any other growing matter
- (ii) Any payment in excess of £300 in any Period of Insurance

### Mirrors and Glass

Accidental breakage while in the Home of

- (1) Mirrors
- (2) glass tops and fixed glass in furniture
- (3) ceramic hobs and ceramic tops in free standing cookers

Loss or damage occurring when the Home is left Unfurnished for more than 90 consecutive days unless stated otherwise on Your schedule

### Temporary Removal

Loss or damage by any Cause listed under Cover for Your Contents to items temporarily removed from the Home or Outbuildings to

- (1) any occupied private dwelling
- (2) any building where You are residing or are employed
- (3) any bank or safe deposit
- (4) any trade building for the purpose of alteration cleaning or processing
- (5) any location elsewhere where loss or damage results from fire lightning explosion or earthquake

- (i) Any payment in excess of 20% of the Sum Insured in any Period of Insurance
- (ii) Money
- (iii) Loss or damage
  - (a) occurring outside of the United Kingdom
  - (b) by frost
  - (c) by theft unless it involves forcible and violent entry into or exit from a building
- (iv) Loss or damage when moving into a new home
- (v) Loss or damage in a furniture depository
- (vi) Contents while removed for more than 120 consecutive days
- (vii) Contents in Outbuildings

### Replacement of Locks

We will pay for the costs of replacing keys and locks to an external door of the Home or Outbuildings or any safe or alarm system following the theft of their keys.

Any payment in excess of £250 in any Period of Insurance

### Liability to the Public

We will pay any amount which You become legally liable to pay including costs and expenses incurred with Our consent in defence of a claim for damages as a result of

- (1) bodily injury by accident
  - (2) damage to property
- happening during the Period of Insurance and arising from
- (i) occupation of the Home

or

- (ii) Your private pursuits

We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing

If You die Your legal personal representatives will have Cover under this Benefit for liability incurred by You for an event covered

- a) Any payment in excess of £2,000,000 where damages are payable for any claim or claims arising from one event
- b) Liability in respect of
  - (1) bodily injury to any member of Your family or who normally lives in the Home with You or a person in Your service
  - (2) damage to property in the care of You or any member of Your family or who normally lives in the Home with You or a person in Your service
  - (3) any trade profession business (other than the letting of the Home) or employment unless stated otherwise on Your Schedule
  - (4) any contract which You have entered into unless legal liability would have attached anyway
  - (5) the ownership profession or operation of
    - (i) road vehicles or any other mechanically propelled or assisted or horse drawn vehicle
    - (ii) any power operated lift
    - (iii) firearms (except shotguns or airguns used for sporting activities)
    - (iv) horses while being used for hunting racing or playing polo
    - (v) pets which are not normally domesticated in the United Kingdom
    - (vi) a dog type specified under Section 1. of the Dangerous Dogs Act 1991 or specified in the Dogs (Muzzling) Regulations (Northern Ireland) 1991
    - (vii) animals (other than horses or pets)
    - (viii) caravans horse boxes trailers or trailer tents
    - (ix) aircraft or hovercraft (except pedestrian controlled models or toys)
    - (x) boats windsurfers boards or any other craft or equipment designed for use in or on water except pedestrian controlled models or toys
    - (xi) the ownership occupation possession or use of any land or building other than the Home and Outbuildings
    - (xii) any wilful or malicious act by You
  - (6) any kind of pollution and/or contamination other than:
    - (i) caused by a sudden identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Home, and
    - (ii) reported to us not later than 30 days from the end of the Period of Insurance in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

**What is covered?****Unsatisfied Damages**

If You are awarded damages and taxed costs by any Court of Law in the United Kingdom for bodily injury or loss or damage to property as described in the Liability to the Public Benefit We will pay the outstanding amount of the award provided that

- (1) the judgement is not subject to an Appeal pending and remains unsatisfied in whole or in part 3 months after the date of the award
- (2) the bodily injury or loss or damage occurred in the United Kingdom
- (3) You would have been covered by the Liability to the Public Benefit had the position of You and the responsible party been reversed
- (4) You agree to allow Us to enforce Your unsatisfied rights and remedies which We will become entitled to upon making payment

**Liability to Domestic Employees**

Any amount You become legally liable to pay as damages for bodily injury including death to any person under a contract of employment with You solely for domestic duties arising out of and in the course of such persons employment by You and from the work they are employed to do in the United Kingdom We will also pay legal costs and expenses recoverable by any claimant and all costs and expenses agreed by Us in writing

If You die Your legal personal representatives will have Cover under this Benefit for liability incurred by You for an event covered

**Frozen Food**

We will pay for loss or damage to food in any deep ( freeze cabinet caused by rise or fall in temperature or contamination by any refrigerant or refrigerant fumes The refrigerator or deep freeze cabinet must be

- (1) in the Home or Outbuildings
- (2) owned by You and Your responsibility

**Loss of Metered Water**

We will pay for additional metered water charges incurred by You following loss or damage by any Cause listed under Cover for Your Contents

**Replacement of Deeds and Documents**

We will pay the cost of preparing replacement deeds bonds or securities following loss or damage by any Cause listed under Part A while in the Home or lodged with Your mortgage lender bank or solicitor.

**PART B -Accidental Damage Option**

Your Schedule will show whether You have chosen Cover under Part B

**What is the most We will pay?**

We will not pay more in total than the Sum Insured shown on Your Schedule for anyone claim (less the Excess)

**What is covered?**

Loss of or Accidental Damage to Contents while they are in the Home unless stated otherwise on Your Schedule

**What is not covered**

- (a) Any payment in excess of £2,000,000 where damages are payable for any
- (b) Injury or illness arising from
  - (i) any car used for racing pacemaking or speed- testing
  - (ii) any communicable disease

- (i) Loss or damage arising from
  - (a) the deliberate act of the power authority in cutting off the supply or the withholding or restricting of power by the authority
  - (b) strike lock-out or industrial dispute
  - (c) any use for trade or business purposes
- (ii) Any payment in excess of £300 in any Period of Insurance

- (i) Loss or damage arising from
  - (a) the deliberate act of the power authority in cutting off the supply or the withholding or restricting of power by the authority
  - (b) strike lock-out or industrial dispute
  - (c) any use for trade or business purposes
- (ii) Any payment in excess of £300 in any Period of Insurance

- (i) Loss or damage occurring when the Home is left Unfurnished for more than 90 consecutive days unless stated otherwise on Your Schedule
- (ii) Any payment in excess of £750 in any Period of Insurance

- (a) Negotiable securities or negotiable bonds
- (b) any payment in excess of £500 in any Period of Insurance

**What is covered?**

Loss of or Accidental Damage to Contents while they are in the Home unless stated otherwise on Your Schedule

**What is not covered**

- The Excess stated on Your Schedule Loss or damage
- (a) specifically excluded under Part A of this Section
  - (b) caused by
    - (i) wear and tear gradual deterioration or gradually operating cause rust moth vermin insect beetle woodworm or damp
    - (ii) dyeing cleaning drying washing repair renovation restoration alteration maintenance decoration or dismantling
    - (iii) any animal for which You are responsible (iv) corrosion fungus mildew or rot
    - (v) atmospheric or climatic conditions frost or the action of light
    - (vi) faulty design or workmanship or the use of faulty materials
    - (vii) demolition structural alteration or structural repair of the Home or Outbuildings
  - (c) to contact lenses food drink or plants
  - (d) to articles of glass china porcelain earthenware or stone (or other articles of a similarly brittle material) while being handled or actively used
  - (e) to Money
  - (f) arising from electrical or mechanical breakdown or derangement or use contrary to manufacturer's instructions
  - (g) arising when the Home is let or sub-let unless stated otherwise on Your Schedule

## How to make a Claim

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### Who will deal with Your Claim?

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Advent will deal with all smaller claims. Larger claims may have to be referred to the Underwriters. You must refer all correspondence and telephone enquiries to Advent

### What are the claims procedures?

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#### You should

- (a) check Your Insurance to ensure that the cause of the loss or damage is covered. Your Schedule will show which Cover Sections are operative
- (b) read the Conditions on pages 19 and 20 of this Certificate
- (c) obtain a claim form from Advent and complete it in full
- (d) obtain estimates as soon as possible for repairing damaged property. Temporary repairs necessary to make Your Home weatherproof or secure can commence immediately but bills must be retained as the cost may form part of Your claim. We must be given an opportunity to arrange inspection of the damage, however, before permanent repairs commence
- (e) remember that some of Your Cover (for example Liability to the Public) is provided to cover You against claims made by others. If You are held responsible for damage or injury it is essential that You
  - (a) tell Advent immediately and provide full details in writing as soon as possible
  - (b) send Advent any correspondence writ summons or other legal document served on You. Do not admit liability or reply to any correspondence without Our authority. The Underwriter will then deal with all matters relating to that claim on Your behalf

#### Advent will

- (i) deal with Your claim as quickly as possible, taking into account the nature of the claim and whether We have all information which We may reasonably require
- (ii) in some cases arrange for an independent Chartered Loss Adjuster to discuss Your claim with You. This is not always necessary but when it is, We will advise You of the name and address of the Loss Adjuster and monitor progress of the claim for You
- (iii) let You know if We need any more information where Loss Adjusters are not required

Please do not worry if We arrange for a Loss Adjuster or member of staff to visit You. It is a normal claims procedure

We regret any delay which consideration of more complicated claims can cause. Certain types of claim will be considered directly by the Underwriters

### How do We settle Claims?

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#### Section 1 -Buildings

We will repair reinstate or replace the lost or damaged property or at Our option pay in cash the amount of the loss or damage

If repair or reinstatement is not carried out We will pay the reduction in value resulting from the damage but only up to what it would have cost to rebuild or repair if such work had been carried out without delay. We will automatically reinstate the Sum Insured under Section 1 from the date of payment of any claim providing the underwriters recommendations to prevent further loss or damage are carried out

#### Section 2 -Contents

We will repair reinstate or replace the lost or damaged property or at Our option pay in cash the amount of the loss or damage

If an article has been totally lost or damaged beyond repair and is not replaced We will pay its value at the time of the loss or damage. We will not pay more in total than the Sum Insured or limit stated on Your Schedule whichever is the lower amount after deduction of the Excess

If the damage can be repaired but the repair is not carried out We will pay the reduction in the value of the item resulting from the damage but not exceeding the estimated cost of repair

We will automatically reinstate the Sum Insured under Section 2 from the date of payment of any claims unless We have given You written notice to the contrary before payment

### Is there a limit to the number of claims that can be made?

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There is no limit to the number of claims You can make but the amount We will pay may be limited (even after deduction of Excess)

Limits which apply will be either:

- (i) a limit on the amount payable for each claim (but further claims would be paid up to the same limit) or
  - (ii) a limit on the total payable in any Period of Insurance (which means that no further cover would apply until renewal once the limit was exhausted by one or more claims)
- All limits would be reinstated at renewal unless We advised You to the contrary. All limits are stated in this Certificate or Your Schedule

### Will any deduction be made for wear and tear?

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We will only make a deduction for wear and tear for clothes and household linen or where Buildings are in a poor state of repair or decoration

#### Section I -Buildings

There will be no deduction from the cost of repairing or reinstating damage which is the subject of a valid claim

providing You have maintained the Buildings in a good state of repair. We will deduct an amount for wear and tear if the Buildings are in a poor state of repair or decoration

#### Sections 2 -Contents

We will pay the full cost of replacing or repairing items which are the subject of a valid claim, except that a deduction for wear and tear will be made in respect of the following: (i) clothes and household linen

- (ii) Pedal Cycles unless they are replaced

## What is not covered?

1. We will not pay Excess shown on Your Schedule for any claim
2. We will not pay for
  - (1) (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - (b) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
    - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (2) any loss or damage or liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
  - (3) any loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
  - (4) any liability arising from an agreement which would not have existed in the absence of that agreement except that this Exclusion does not apply to the Liability as Tenant Benefit under Section 2
3. Any accident injury loss or damage occurring before the Cover under this Insurance started
4. Any injury loss or damage caused deliberately maliciously or wilfully by
  - (a) You
  - (b) Your paying guests or tenants
5. Any reduction in value of the property insured following repair or replacement paid for under this Insurance
6. Any loss or damage caused by deception other than entry to the Home
7. Any property owned or held in trust in connection with any business profession or trade except under the Business Use of Contents in the Home Benefit in Section 2 unless stated otherwise on Your Schedule
8. Any liability arising directly or indirectly from any business profession or trade (other than the letting of the Home)
9. Any loss or damage caused by confiscation detention or seizure by
  - (a) customs police or other officials
  - (b) order of any court of law
  - (c) any statutory or regulatory authority
10. Any liability arising directly or indirectly from the transmission of
  - (a) Human Immunodeficiency Virus (HIV) and/or any HN related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused
  - (b) any communicable diseaseby You or any Person living in the Home
11. Any equipment, integrated circuit, computer chip, computer software and any other computer-related equipment which fails to recognise correctly the date change to the year 2000 or any other date change.
12. Any kind of pollution and/or contamination other than
  - (a) caused by a sudden identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the Period of Insurance at the Home, and
  - (b) reported to Us not later than 30 days from the end of the Period of Insurance in which case all pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
13. Any loss or damage where you are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted.

## General Conditions applying to this Insurance

You must comply with the following Conditions to have the full protection of Your Cover

If You do not comply with these Conditions We may at Our option cancel the Insurance or refuse to deal with Your claim

### 1. The Full Estimated Reinstatement Cost of Your Buildings

You must notify Advent immediately if at any time the full estimated reinstatement cost of Your Buildings exceeds the Sum Insured stated on Your Schedule (for example if You extend them)

If at any time the full estimated reinstatement cost of Your Buildings exceeds the Buildings Sum Insured on Your Schedule any claim and as a result Your financial position could be seriously prejudiced

### 2. The Value of Your Contents

You must notify Advent immediately if at any time the Replacement Value of Your Contents exceeds the Contents Sum Insured on Your Schedule

The Replacement Value of Your Contents means the cost of replacing items as new except for clothing and household linen where deduction must be made to allow for wear and tear

If at any time the Replacement Value of Your Contents exceeds the Contents Sum Insured on Your Schedule any claim and as a result Your financial position could be seriously prejudiced

### 3. Making a claim

If loss or damage or injury happens and there is a possibility that a claim on this Insurance may be made

(a) You must as soon as You reasonably can

-tell Advent

-inform the police if property is lost or if theft or malicious damage or vandalism is suspected

-do everything You reasonably can to recover any missing property

-send written details of Your claim to Us as soon as possible

-give full details within 30 days of the incident together with any supporting evidence that We may require

(b) You must also

-send any writ or summons to Advent immediately and as soon as possible any other claim related letter or document

-supply Advent with all proofs information and other evidence relating to the claim which We may require and at Your own expense

(c) You must not admit liability for nor offer to settle any claim made against You without Our written consent We shall be entitled to take over and conduct in Your name and on Your behalf any defence negotiation prosecution or claim in respect of any third party and We shall have absolute discretion in the conduct of the negotiations and proceedings and the settlement of any claim

(d) You shall give Us all such information assistance as We may reasonably require

(e) You may not abandon any property to Us

### 4. Taking care of Your Property

You must take all reasonable care to prevent any loss damage accident or injury and to protect the insured property

You must maintain all insured property in good repair

### 5. Changes in Your circumstances

You must notify Us as soon as possible in writing of any change which may affect Your Cover and in particular

any

(a) change of address

(b) alteration of the Insurance risk which is a result of that change (for example the possibility that a new Home is affected by subsidence)

You must also notify Advent at the renewal of the Insurance if You have been declared bankrupt or have been convicted of arson or of any offence involving dishonesty of any kind such as fraud theft or handling of stolen goods during the previous year

If You are in any doubt about the importance of a change please ask

### 6. Misrepresenting a claim

If You make any claim knowing it to be false fraudulent or misrepresented in amount or otherwise so as to prejudice Our position all Your rights to claim shall be forfeited and all Cover under the Insurance shall cease immediately

7. Our right to cancel the Insurance We reserve the right to cancel this Insurance by giving 14 days notice by Post Office Recorded Delivery in writing to Your last known address

### 8. Insurance covering the same property

We shall not be liable for more than Our rateable proportion of any loss damage or liability where there is other insurance providing the same Cover

## Inflation Protection

The Sums Insured will be adjusted monthly in line with the appropriate Retail Prices Index. Where there has been an inflationary increase in the Retail Prices Index We will increase the Sums Insured. No additional premium will be charged for these adjustments between the anniversary dates of Your Insurance, but Your renewal premium will be calculated on the revised Sums Insured. The Sums Insured should be reviewed periodically by You because changes in the Retail Prices Index may not be sufficient (for example where You are adding to the Contents of Your Home or extending Your Buildings)