



In harmony with your lifestyle

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Home Insurance Policy wording

1. Important Information

Words in bold

Certain words in this policy have special meanings. These meanings are found in Section 6 (Definitions) on page 29 of the policy. To help **you** identify these words **we** have printed them in **bold**.

About your contract of insurance

The policy wording, **schedule**, the table of limits, and any **endorsements** form a contract between **you** and **us**. These documents explain the cover provided in detail as well as **your** responsibilities and any terms and conditions which **you** are required to comply with.

Please read the policy wording, the **schedule**, the table of limits, and any **endorsements** carefully and keep them in a safe place. It is important that **you** understand these documents and are satisfied that they have been prepared in accordance with the cover that **you** have requested. If they are not correct please inform **us** (directly or through **your** insurance adviser) as soon as possible. **We** recommend that **you** review **your** policy regularly to ensure that it is adequate to meet **your** needs.

If **you** have any questions about **your** policy please contact **us** (directly or through **your** insurance adviser). Please have details of the policy, including **your** policy reference, available to enable the enquiry to be dealt with efficiently. **Your** policy reference can be found on **your schedule**.

Information you have given us

You must take reasonable care to make sure that the answers to any questions **we** ask at the start and at each renewal, extension or variation of **your** policy are accurate and complete.

If the information provided by **you** is not accurate and complete and **we** establish that **you** failed to take reasonable care in providing that information, one or more of the following consequences may result:

- **we** may treat the policy as if it had never existed and refuse to pay all claims; or
- **we** may not pay any claim in full; or
- **we** may amend the terms and conditions of the policy, including the extent of cover and the amount of any **excess**, and adjust **your** claim payment or decline to pay **your** claim in light of these amendments.

If **we** establish that **you** deliberately or recklessly provided **us** with inaccurate or incomplete information, **we** may treat the policy as if it had never existed and keep the premium.

Changes we need to know about

At each renewal, extension and variation of the policy **you** must tell **us** (directly or through **your** insurance adviser) as soon as possible if any of the information provided by **you** to **us** when **we** agreed to insure **you** has changed. During the **period of insurance** **you** must also tell **us** (directly or through **your** insurance adviser) about the following changes as soon as possible:

- any changes to the people insured or to be insured;
- any changes to the use of **your home** (e.g. if **your home** is to be lent, let or sub-let or used for business purposes other than **your home office business**);
- any changes to the occupancy of **your home** (e.g. where **your home** becomes **unoccupied**);

- any changes to locks, alarms, **safes** or other security measures in **your home**;
- any reduction in the protection at **your home** against the risk of fire or fire spread; or
- if building work exceeding £100,000 is to take place to the **buildings**. **You** must tell **us** before entering into any contract for the works and **you** must comply with any condition relating to prevention of **loss** or damage **we** impose. **You** must not enter into any contract that restricts or removes **your** or **our** legal rights against any contractor.

When **you** notify **us** of a change, **we** will tell **you** if this affects **your** policy. If **we** are able to accept the change, **we** may apply additional or revised terms to your policy and/or may charge an additional premium.

If **you** do not notify **us** about a change as soon as possible one or more of the following consequences will result:

- if the change would have meant that **we** were no longer able to provide cover, **we** will cancel the policy in accordance with Section 5 (Our Cancellation Rights). Cancellation will take effect 14 days from the date on which **you** should have notified **us** of the change and may mean that **your** claim is not covered; or
- if the change would have caused **us** to charge **you** an increased premium, **we** will reduce any claim **you** make proportionately. For example, if the change would have caused **us** to double the premium, **we** will only pay half **your** claim; or
- if the change would have caused **us** to impose additional terms and conditions to the policy (including the extent of cover and the amount of any **excess**), **we** will treat the policy as if it included those additional terms, starting on the date on which **you** should have notified **us** of the change. This might mean that any claim **you** make is not covered or that the claim is not paid in full.

If **you** are unsure if **you** need to tell **us** about a change **you** should contact **us** or **your** insurance adviser.

Sums insured

To ensure that **you** remain fully protected for the duration of the policy it is a condition of **your** policy that **you**:

- maintain the sum insured under Section A (Buildings and Tenant's Improvements) at a level that represents the cost of rebuilding all the **buildings** to the same specification if they were destroyed, not including **expert costs**;
- maintain the sum insured under Section B (Contents) at a level that represents the cost of purchasing new replacements;
- maintain the sum insured for unspecified items under Sections C (Collection) and D (Jewellery) at a level that represents the replacement cost or current **market value**, whichever is the greater. Any item under Section C (Collection) over £30,000 and under Section D (Jewellery) over £20,000 must be individually listed in a specification held by **us** or **your** insurance adviser.

We recommend that **you** review the sums insured regularly to ensure they are adequate. If **you** think the sums insured are not adequate, please contact **us** or **your** insurance adviser as soon as possible.

Complaints

We strive to give all **our** customers an excellent standard of service. However if **you** are dissatisfied with any aspect of **our** handling of **your** insurance, please follow the complaints procedure on page 28.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk>

2. What is Insured

Section A: Buildings and Tenant's Improvements

Main cover

1. Buildings

You are insured against **loss** of or damage to **your buildings**.

We will pay the cost of repair or rebuilding up to the sum insured shown in the **schedule** provided that the work is carried out without delay.

or

Where this has been specifically agreed by **us** and it is noted in **your schedule** **we** will pay the full cost of rebuilding or repairing any **loss** or damage even if it is more than the sum insured but only if **you** have had a professional rebuilding cost valuation carried out for **your home** within the last 3 years which has been approved by **us** and the sum insured reflects this valuation.

We will only do this if **you** tell **us** about any additions, alterations or improvements **you** have made to the **home** since the valuation was carried out and **you** amend the sum insured to reflect the work. This extended replacement cost basis of settlement only applies where any rebuilding or repair commences within 180 days from the date of **loss** or damage.

Where **you** are unable to repair or rebuild, the most **we** will pay is the estimated cost of rebuilding or repairing.

2. Tenant's improvements

You are insured against accidental **loss** of or damage to fixtures and fittings installed by **you** as a tenant at your expense.

The most **we** will pay under this sub-section is the amount shown in the **schedule**.

Additional cover

The following items are covered in addition to the sum insured for **buildings**. **We** will not pay more than the amount listed in the table of limits for each of these items:

1. New acquisitions

Loss of or damage to **fixtures and fittings** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 90 days and an additional premium is paid.

2. Temporary removal of fixtures and fittings

Loss of or damage to any **fixtures and fittings** removed from the **buildings** for up to 90 days for repair, restoration or safekeeping.

3. Trace and access (outside)

The cost of locating a leak from the underground service pipes serving **your home** for which **you** are legally responsible outside the home but at the address shown in the **schedule**.

4. Trace and access (inside)

The cost of locating a leak from **your** fixed domestic water or heating installations inside the **home**.

5. Trespass clean-up

We will pay up to the amount shown in the table of limits during the **period of insurance** to cover the necessary and reasonable cost incurred by **you** in removing rubbish and waste material which has been deposited on **your premises** without **your** permission.

6. Damage to the garden

Loss of or damage to the garden of the **buildings** caused by:

- fire;
- lightning;
- collision or impact by vehicles, animals or aircraft or anything dropped from them; or
- theft or vandalism.

The most **we** will pay for any one tree, plant or shrub is the amount listed in the table of limits. The most **we** will pay in total under this sub-section during the **period of insurance** is 10% of the sum insured for **buildings**.

7. Emergency access

The cost of repairing **your home** as a result of damage caused to **your home** during a medical emergency.

Additional expenses

We will pay in addition to the sum insured for **buildings** the necessary and reasonable costs listed below that **you** incur in repairing or rebuilding the **buildings** following **loss** or damage covered by this policy. **We** will not pay more than the amount listed in the table of limits for each of them.

1. Expert costs

Architects', surveyors', consulting engineers' and legal fees incurred to replace, repair or rebuild the **buildings**.

2. Regulatory compliance costs

The cost of complying with any government and/or local authority requirements relating to the repair or rebuilding works, following a covered **loss** or damage.

3. Clean up costs

The cost of cleaning up the debris of the **buildings** including their disposal or destruction.

4. Decontamination costs

The cost of decontamination of the soil at the insured **premises** following covered **loss** or damage to the **buildings** provided **you** have received **our** prior written approval. However if the soil at the insured **premises** was already contaminated at the time of the insured event, **we** will only pay for the increase in the cost of decontamination that the insured event has caused.

5. Emergency access repair costs

The cost of repairing damage caused to **your premises** by the fire brigade, law enforcement officers and/or medical services gaining emergency access.

6. Travel costs

The cost of an urgent journey to the location of **loss** or damage which is taken by **you** or a member of **your household** to:

- assist with police investigations;
- investigate the circumstances of the **loss** or damage; or
- take measures to prevent further **loss** or damage.

We will not pay for travel costs under this section if **we** have paid or agreed to pay for travel costs under any other section of this policy as a result of the same incident.

7. Loss prevention and mitigation expenses

The reasonable and necessary costs of temporary measures **you** take to avoid or mitigate immediately impending insured **loss**

or damage, even if those measures are unsuccessful.

We will not pay for loss prevention and mitigation costs under this section if **we** have paid or agreed to pay for loss prevention and mitigation costs under any other section of this policy as a result of the same incident.

8. Replacement of keys and locks

The cost of replacing and fitting the locks of external doors and windows, intruder alarms or **safes** at the **buildings** if any keys to the locks are stolen or lost anywhere in the world. No **excess** will apply to this cover.

9. Home upgrade

The cost of improvements intended to prevent or mitigate future occurrences of **loss** or damage caused by escape of water or flood following a covered claim of that nature. **We** will only pay for these costs if the amount **we** have agreed to pay for the **loss** or damage to the **buildings** is more than the amount listed in the table of limits.

10. Environmental upgrade

The cost of installing solar, wind or geothermal power generating systems as part of the agreed repair costs following **loss** or damage to the heating system of **your building**. **We** will only pay for these costs if the amount **we** have agreed to pay for the **loss** or damage to the **buildings** is more than the amount listed in the table of limits.

11. Utility expenses and income

The following utility expenses and/or loss of income:

- The cost of purchasing electricity if a covered **loss** or damage to your solar, wind or geothermal electrical power-generating system makes it necessary to purchase **your** electrical power from a power utility company.
- The loss of **your** power utility income following a covered **loss** or damage to **your** solar, wind or geothermal electrical power-generating system.
- The cost to purchase water if a covered **loss** or damage to **your** alternative water system makes it necessary for **you** to purchase water from a public water company.

We will only make payments under this sub-section for the period listed in the table of limits.

Alternative accommodation and loss of rent

If **your home** is rendered uninhabitable by **loss** or damage to the **buildings** covered by this policy, or the local authority prohibits **you** or **your** tenants from living in **your home** or prohibits access to **your home**, and provided that **you** have **our** prior written agreement, **we** will pay either:

- the reasonable cost of alternative accommodation which **you** as occupier of the **buildings** incur for **your household** and **your** domestic pets; or
- loss of rent which **you** are unable to recover.

We will help **you** to find suitable alternative accommodation of a similar standard to **your home**.

We will pay for alternative accommodation or loss of rent until **your home** can be occupied again subject to a maximum period of three years from the date of **loss** or damage.

Change of residence

If **you** are buying a new main residence in the same country as **your** current main residence shown in the **schedule**, **we** will cover the **buildings** at the new address up to the sum insured shown in the **schedule** for **your** current main residence, provided that **you** have **our** prior written agreement. This cover is granted for a period of up to 60 days, but only within the **period of insurance**, starting from the date **you** exchange contracts and provided the new **buildings** are in a good state of repair. This cover does not

apply if the new **buildings** are still insured by the vendor.

If **you** are selling the **buildings** we will cover the **buildings** for the buyer from the time **you** exchange contracts to the time sale is complete, but only within the **period of insurance** and for a period of up to 60 days. **We** will only do this if the buyer is not insured by, or does not have the benefit of, any other insurance.

Section B: Contents

Main cover

1. **You** are insured against **loss** of or damage to **contents** while they are in the **home**, domestic outbuildings or garages or anywhere in the world, provided always that they are securely and adequately packed while in transit.
2. **We** will pay either:
 - the cost of repair if the item is damaged; or
 - the cost of replacement as new if the item is lost or beyond economic repair.
3. The amount payable under the policy for an individually specified item will not exceed the amount shown in the **schedule** for that item.
4. Under no circumstances will **we** pay more than the cost of replacement as new for each item.

If a professional valuation has been carried out within the last 3 years and this valuation is reflected in the sum insured for the **contents**, **we** agree to insure the **contents** on an increased value basis if the cost of replacing or repairing any damage at the time of the **loss** or damage is more than the sum insured for the **contents**. The most **we** will pay is an additional 25% of the sum insured for the **contents**.

6. Special limits

We will allow the following categories of property to form part of the total sum insured for **contents**. **We** will not pay more than the amount listed in the **schedule** for **loss** or damage to all items falling within each of the following categories.

- **jewellery** unless **your schedule** has a separate sum insured for **jewellery** under Section D (Jewellery);
- coins, stamps and medals unless **your schedule** has a separate sum insured for these items under Section C (Collection);
- gold, silver and plated articles unless **your schedule** has a separate sum insured for these items under Section C (Collection);
- **money**;
- title deeds;
- trailers and caravans;
- rowing boats, dinghies and sailboards;
- motorbikes, quad bikes and golf buggies;
- **contents** in the possession of members of **your household** who are students temporarily living away from **home**;
- **your business equipment**, **business stock** and home office supplies whilst kept at **your home**.

Additional cover

The following items are covered in addition to the total sum insured for **contents**. **We** will not pay more than the amount listed in the table of limits for each of these items.

1. New acquisitions

Loss of or damage to **contents** newly acquired by **you** during the **period of insurance** provided that you notify **us** of the acquisition within 90 days and **you** pay an additional premium. The maximum **we** will pay under this sub-section is 30% of the sum insured for the **contents**.

2. Gifts

Loss of or damage to **contents** only intended to be in **your** possession for a short time, such as gifts. These items are only covered when they are in **your** possession for up to 90 days. The maximum **we** will pay under this sub-section is 30% of the sum insured for the **contents**.

3. Personal possessions of guests

Loss of or damage to personal possessions which belong to **your** guests and other persons lawfully on **your premises**.

4. Property in the open

Loss of or damage to **property in the open** but within the boundary of the **premises**.

5. Marquees

Loss of or damage to any marquee under **your** custody and control, or on loan or hire to **you** from any **third party**, provided that it is not insured elsewhere.

6. Credit cards

Any amounts **you** become legally liable to pay following unauthorised use by a **third party** of **your credit cards** issued to **you** or a member of **your household**, after they are lost or stolen from **your home**. **We** also provide cover under this sub-section where the **credit cards** have been lost or stolen anywhere in the world but only if they are in the custody or control of a member of **your household**. **We** will only provide cover under this sub-section if **you** have complied with all terms and conditions under which the cards have been issued.

In all cases **you** must report the **loss** or theft to the card issuer within 24 hours of discovery.

7. Identity fraud expenses

The cost of reasonable and necessary solicitor's fees that **you** incur with **our** prior written approval as a result of an **identity fraud**, to:

- reinstate **your** consumer credit rating;
- remove incorrect judgments; or
- defend a claim against **you** by financial institutions.

8. Data replacement

The cost of retrieving and/or replacing lost personal documents, personal data, digital photographs, digital music or digital videos as a result of a covered **loss** or damage, to **your** computer or mobile devices. **We** will not pay the cost of replacing or restoring any hardware or software, or any **consequential financial loss**.

9. The following costs related to your home office business

- The cost of retrieving and/or replacing lost **home office business** records and electronic data **you** need to continue **your** business, as a result of a covered **loss** or damage. **We** will not pay for the value to **you** of the lost information or for the cost of replacing or restoring any hardware or software, or for any **consequential financial loss**.
- Amounts owed to **you** which **you** cannot recover as a direct result of a covered **loss** or damage to **your home office business** accounts records.
- The extra and reasonable costs that are necessary to continue **your home office business** as a result of a covered **loss** or damage or as the result of an accidental failure for more than 72 consecutive hours during the **period of insurance** in the supply of gas, water, electricity, telephone or internet service to **your home**. This cover starts from the date on which the **loss**, damage or service interruption happens and ends on the date **you** are able to start work at **your home** again. **We** will only pay **your** increased cost of working for up to 12 months.

10. Metered water and domestic heating oil

Loss of metered water or domestic heating oil at the **premises**. **We** will not cover the cost of repairs to any fixed domestic water or heating installation.

11. Freezer contents

Loss of or damage due to spoilage or decay of the contents of **your** freezer and/or refrigerator at the **premises** caused by:

- accidental failure of the freezer and/or refrigerator;
- refrigerant fumes escaping from the equipment; or
- accidental failure of the electricity or gas supply, excluding deliberate acts of any electricity or gas company to withhold or restrict supply and excluding failure of supply due to strikes or other industrial action.

No **excess** will apply to this cover.

12. Relatives residing in a care home

Loss of or damage to **contents** owned by **your close relatives** who are permanently residing in a care home, providing that no other insurance covers these **contents**.

13. Acquired disability

The cost of reasonable and necessary alterations to **your home** (as specified in a report prepared by an occupational therapist whom we have instructed) to enable **you** or a member of **your household** to live unassisted if **you** or a member of **your household** have become **permanently physically disabled** as a direct result of a sudden and unforeseen accident during the **period of insurance**.

14. Fatal injury

If any member of **your household** suffers physical injury at the **premises**, which proves fatal within 12 months, as a result of fire or violence caused by burglars, **we** will pay **you** or **your** legal personal representative the amount listed in the table of limits for each person so injured.

Additional expenses

We will pay in addition to the sum insured for **contents** the necessary and reasonable costs listed below that **you** incur following **loss of or damage to your contents** covered by this policy. **We** will not pay more than the amount shown in the table of limits for each of them.

1. Clean up costs

The cost of cleaning up the debris of insured items including their disposal or destruction.

2. Emergency access repair costs

The cost of repairing damage to **your contents** caused by the fire brigade, law enforcement officers and/or the medical services gaining emergency access.

3. Transport and storage costs

The reasonable cost of transporting **your contents** to secure storage and back to **your home**, if:

- **your home** is rendered uninhabitable, or in **our** sole opinion the security of **your home** is compromised, as a result of sudden **loss of or damage to your home** or its **contents**; or
- a statutory or regulatory body or agency prohibits occupation or use of **your home**;

until either such time as the **loss** or damage is rectified, or the local authority allows **you** to resume occupancy of **your home**.

These costs may include, but will not be limited to the cost of securely packing the objects, the cost of hiring the services of a removal company which is suitably competent and experienced in the transport of these types of objects and the cost of hiring a suitable and secure storage unit.

4. Travel costs

The cost of an urgent journey to the location of **loss** or damage which is taken by **you** or a member of **your household** to:

- assist with police investigations;
- investigate the circumstances of the **loss** or damage; or
- take measures to prevent further **loss** or damage.

We will not pay for travel costs under this section if **we** have paid or agreed to pay for travel costs under any other section of this policy as a result of the same incident.

5. Loss prevention and mitigation expenses

The reasonable and necessary costs of temporary measures **you** take to avoid or mitigate immediately impending insured loss or damage, even if those measures are unsuccessful.

We will not pay for loss prevention and mitigation costs under this section if **we** have paid or agreed to pay for loss prevention and mitigation costs under any other section of this policy as a result of the same incident.

6. Replacement of keys and locks

The cost of replacing and fitting the locks of external doors and windows, intruder alarms or **safes** at the **buildings** if any keys to the locks are stolen or lost anywhere in the world.

7. Security upgrade

The cost of upgrading **your home's** alarm and physical protections following an **aggravated burglary** at **your home** during the **period of insurance**.

8. Psychological care

The cost of psychological care **you** or a member of **your household** require following an **aggravated burglary** or a fire at the **home** during the **period of insurance**.

Alternative accommodation and loss of rent

If **your home** is rendered uninhabitable by **loss** of or damage to the **contents** covered by this policy, or the local authority prohibits **you** or **your tenants** from living in **your home** or prohibits access to **your home**, and provided that **you** have **our** prior written agreement, **we** will pay either:

- the reasonable cost of alternative accommodation which **you** as occupier of the **buildings** incur for **your household** and **your** domestic pets; or
- any rent for which **you** are liable as occupier; or
- loss of rent which **you** are unable to recover.

We will help **you** to find suitable alternative accommodation of a similar standard to **your home**.

We will pay for alternative accommodation, rent payable or loss of rent until **your home** is capable of being occupied again subject to a maximum period of three years.

We will not pay for alternative accommodation or loss of rent under this section if **we** pay for alternative accommodation or loss of rent under Section A (Buildings and Tenant's Improvements) of this policy as a result of the same incident.

Change of residence

If **you** move house, **your contents** are covered whilst in transit with a professional carrier and then at **your** new address.

If, following a separation, **you** or **your** partner moves out of the **home** and part of the **contents** are transferred to his/her new address, cover for these **contents** is extended to this new address for 60 days. If **you** require cover for more than 60 days, or if the new address is located in a different country to **your home**, **you** must obtain our prior approval.

We will only provide cover under this sub-section if the security and fire prevention measures at the new address are equal to or better than those at **your home**.

Section C: Collection

Main cover

1. **You** are insured against accidental **loss** of or damage to the **collection** while in the **home** or anywhere in the world.
The **collection** has to be securely and adequately packed while in transit and either transported by a professional carrier or under the custody and control of **you**, a member of **your household** or a person appointed by **you**.
2. The most **we** will pay is:
 - the cost of restoration and the resulting percentage by which a damaged item, or any pair or set of which it is a part, has **depreciated**; or
 - the **agreed value** shown in the **schedule** or in a specification held by us or your insurance adviser if the item is lost or beyond economic repair.
3. The **depreciation** must be established by an independent expert agreed by **us**.
4. The amount payable under the policy will be based on the **agreed value** of the item which has been lost or damaged. **We** will not be liable for more than the **agreed value** of the item.
5. If an item has had a professional valuation carried out within the last 3 years and this valuation is reflected in the **schedule**, **we** agree to insure the item on an increased value basis if the **market value** of the item had increased at the time of the **loss** or damage. The most **we** will pay is an additional 25% of the value shown in the **schedule** for that item up to the sum insured for the **collection** as shown in the **schedule**.
6. For items not specified in the **schedule** or individually listed in a specification held by **us** or **your** insurance adviser the most **we** will pay for any one item, pair or set is the **market value** at the time of the **loss** or damage, up to the single item limit shown in the table of limits. **We** will not pay more than the total sum insured for unspecified items.
7. **Death or permanent disability of the artist**
If the **market value** of any item insured on an **agreed value** basis increases as a result of the death of the artist during the **period of insurance**, **we** will pay up to 200% of the **agreed value** of that item in the event of a valid claim up to the maximum shown in the table of limits.

You must provide **us** with an independent professional valuation report or a purchase receipt which is not more than 3 years old and **you** must prove the increased **market value** of that item.

We will also reimburse all irrecoverable costs or expenses **you** have paid on works of art commissioned by **you** but not completed due to the death or permanent disability of the artist. The most **we** will pay for any irrecoverable costs or expenses is the amount shown in the table of limits.

Additional cover

The following items are covered in addition to the total sum insured for the **collection**. **We** will not pay more than the amount listed in the **schedule** for each of these items.

1. New acquisitions

Loss of or damage to items forming any part of the **collection** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 90 days and **you** pay an additional premium.

2. Pairs and sets

We will pay **you** the **agreed value** of the entire pair or set if **you** surrender the undamaged article(s) of the pair or set to **us**.

For items not specified on the **schedule**, the most **we** will pay under this section is the amount listed in the table of limits for unspecified pairs and sets.

3. Lack of, or defective, title

The amount **you** have paid to purchase an item which **you** are subsequently required by law to relinquish possession of due to:

- the vendor's defective or lack of title to the item purchased by **you**;
- any charge or encumbrance placed on the item, prior to the purchase by **you**, of which **you** were not aware.

Legal costs **you** incur, with **our** prior consent, in defending claims in respect of any defective or lack of title claim made against **you** provided always that:

- **you** took reasonable care to verify the item's ownership and history before **you** acquired it;
- **you** purchased the item after the retroactive date shown in **your schedule**;
- any claim against **you** for the return of the item or attempt to enforce a charge or encumbrance against the item is made during the **period of insurance**; and
- **you** notify **us** of any claim during the **period of insurance**.

The most **we** will pay during the **period of insurance** under this sub-section is 10% of the sum insured for the **collection**, subject to the maximum shown in the **table of limits**.

Additional expenses

We will pay in addition to the sum insured for the **collection** the necessary and reasonable costs listed below that **you** incur following **loss** of or damage to **your collection** which is covered under this policy. **We** will not pay more than the amount shown in the table of limits for each of them.

1. Clean up costs

The cost of cleaning up the debris of insured items including their disposal or destruction.

2. Emergency evacuation of the collection

The reasonable cost of transporting **your collection** to secure storage and back to **your home**, if:

- **your home** is rendered uninhabitable, or in **our** sole opinion the security of **your home** is compromised, as a result of sudden **loss** of or damage to **your home**, its **contents** or the **collection**; or
- a statutory or regulatory body or agency prohibits occupation or use of **your home**;

until either such time as the **loss** or damage is rectified, or the local authority allows **you** to resume occupancy of **your home**.

These costs may include, but will not be limited to, the cost of securely packing the objects, the cost of hiring the services of a professional carrier who are suitably competent and experienced in the transport of these types of objects and the cost of hiring a suitable and secure storage unit.

The maximum **we** will pay under this sub-section is 15% of the sum insured for the **collection**.

3. Costs of recovering the collection

The costs incurred to retrieve any part of the **collection** that has been lost or stolen or to find a replacement including travel expenses, transportation costs, custom duties and legal fees incurred with **our** prior consent.

4. Travel costs

The cost of an urgent journey to the location of **loss** or damage which is taken by **you** or a member of **your household** to:

- assist with police investigations;
- investigate the circumstances of the **loss** or damage; or
- take measures to prevent further **loss** or damage.

We will not pay for travel costs under this section if we have paid or agreed to pay for travel costs under any other section of this policy as a result of the same incident.

5. Loss prevention and mitigation expenses

The reasonable and necessary costs of temporary measures you take to avoid or mitigate immediately impending insured loss or damage, even if those measures are unsuccessful.

We will not pay for loss prevention and mitigation costs under this section if we have paid or agreed to pay for loss prevention and mitigation costs under any other section of this policy as a result of the same incident.

Change of residence

If you move house, your collection is covered whilst in transit with a professional carrier and then at your new address.

If following a separation, you or your partner moves out of the home and part of the collection is transferred to his/her new address, the cover for the collection is extended to this new address.

In both cases above, the cover at the new address is granted for 60 days and is subject to the new address having the same level of security and fire protection as the existing home. If cover is required beyond the period of 60 days or if the new address is located in a different country, our prior approval is required.

Section D: Jewellery

Main cover

1. You are insured against loss of or damage to your jewellery within your home or anywhere in the world or as set out in your schedule.
2. The most we will pay is:
 - the cost of restoration and the resulting percentage by which a damaged item, or any pair or set of which it is a part, has depreciated; or
 - the agreed value shown in the schedule or in a specification held by us or your insurance adviser if the item is lost or beyond economic repairtogether with any related expense incurred with our prior written approval.
3. The depreciation must be established by an independent expert agreed by us.
4. The amount payable under the policy will be based on the agreed value of the item which has been lost or damaged. We will not be liable for more than the agreed value of the item.
5. If an item has had a professional valuation carried out within the last 3 years and this valuation is reflected in the schedule, we agree to insure the item on an increased value basis if the market value of the item had increased at the time of the loss. The most we will pay is an additional 25% of the value shown in the table of limits for that item up to the total sum insured for jewellery.
6. For items not specified in the schedule or individually listed in a specification held by us or your insurance adviser the most we will pay for any one item, pair or set is the market value at the time of the loss or damage up to the single item limit shown in the table of limits. We will not pay more than the total sum insured for unspecified items.

Additional cover

The following items are covered in addition to the total sum insured for **jewellery**. We will not pay more than the amount listed in the table of limits for each of these items.

1. New acquisitions

Loss of or damage to **jewellery** newly acquired by **you** during the **period of insurance** provided that **you** notify **us** of the acquisition within 90 days and an additional premium is paid. The maximum we will pay under this sub-section is 30% of the sum insured for **jewellery**.

2. Pairs and Sets

If an item of **your jewellery** forms part of a pair or set, we will pay **you** the **agreed value** of the entire pair or set if the item is lost or damaged beyond economic repair. For items not specified on the **schedule**, the most we will pay under this section is the limit shown in the table of limits for unspecified pairs and sets.

You must surrender the undamaged article(s) of the pair or set to **us** if we so request.

Section E: Your Liabilities

Your liability as owner, occupier or tenant

Main cover

You and **your household** are insured for damages **you** are legally liable to pay:

- as owner or occupier of the **premises** at the addresses specified in the **schedule** resulting from an accident which takes place during the **period of insurance** and which causes property damage, **bodily injury** or **consequential financial loss** to a **third party**;
- as tenant to the owner of the **buildings**.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

Additional cover

1. Damage to other premises

You and **your household** are also insured for accidental damage for which you are legally liable in respect of:

- a holiday home or a hotel room occupied by **you** or **your household** for a period of up to a maximum of 3 months;
- premises used by **you** or **your household** for a family celebration up to a maximum hire period of 3 days;
- a student room or apartment rented by one of **you** or **your household**'s children during their studies;
- alternative accommodation occupied by **you** or **your household** following **loss** or damage covered by this policy.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

2. Defective Premises liability

You are insured for **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which **you** occupied at the time of sale or disposal to pay for an accident in and around that residence if the accident caused **bodily injury** to any person or damage to material property. This Defective Premises Act insurance continues for seven years from the date this policy expires or is cancelled but the insurance will not apply if **your** liability is covered by a more recent policy.

We will not pay for any liability for the cost of remedying any defect or alleged defect.

Your liability as a private individual

Main cover

You and **your household** are insured for damages **you** or **your household** are legally liable to pay as a private individual resulting from an accident which causes property damage, **bodily injury** or **consequential financial losses** to a **third party** and happens during the **period of insurance**.

This cover applies anywhere in the world but is limited in the United States of America or Canada to **your household's** stay in those countries which does not exceed 90 days in total for either or both of those countries during any **period of insurance**.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

Additional cover

1. Liability for the activities of others

We will also insure the legal liability to pay damages resulting from accidents which cause property damage, **bodily injury** or **consequential financial losses** to a **third party** caused by:

- **your domestic employees** during the execution of their **domestic duties** or **home office business** activities;
- **you** or **your household's** children that have left **your home** as long as they are in full time education and have not reached the age of 30; or
- a person who is taking care, on a voluntary basis, of **your** children (including paid baby-sitting) or **your** animals or while they provide occasional and voluntary assistance to **you** or **your household**.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

2. Shortfall in damages

If **your household** has not received the full amount of any damages and taxed costs awarded by any court of law in the United Kingdom, for **bodily injury** or property damage within three months of the award, **we** will pay **your household** the balance provided that:

- **you** would have been covered under the main cover stated above had the position of **you** and the other party been reversed;
- the judgment is not subject to a pending appeal; and
- **you** agree to allow **us** to enforce all rights and remedies to which **we** shall become entitled upon making payment.

Your liability as an employer

You are insured for **your** legal liability to pay damages for **bodily injury** occurring during the **period of insurance** to your **domestic employees** employed in connection with the **premises** or in connection with any temporary residence which is used by **your household**. We only provide cover under this section where the incident giving rise to the **bodily injury**:

- arises from your **domestic employees' domestic duties** or any work carried out in connection with your **home office business**; and
- takes place in the United Kingdom or during a temporary trip abroad.

We will also pay any costs and expenses, agreed by **us** in advance in writing, incurred by **you** or **your household** in the defence of a claim.

For the purposes of this section "United Kingdom" means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Limit of Liability

In respect of Section E: **Your Liabilities** **we** will not pay in total more than the amount shown in the table of limits in respect of any one accident or event or series of accidents or events arising from one cause.

What we do not cover

In addition to the general exclusions listed on pages 20-24 of this policy, the following additional exclusions apply to this section of the policy:

We will not pay for:

- Liability arising directly or indirectly from any business, profession or trade other than **your home office business**.
- **Your** liability for fines, penalties, or punitive damages.
- Liability arising out of ownership, occupation, possession or use of any land or building other than the **premises** shown in the **schedule** (with the exception of the holiday home, hotel room, building or contents used by **you** for a family celebration or alternative accommodation as stated on pages 17-18).
- Personal liability arising out of any contract unless **you** or **your household** would have been liable had the contract not been made.
- Liability arising out of **loss** of or damage to any private residence **your household** previously owned or occupied except under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.
- Liability for **loss** of or damage to property which belongs to or is in **your household's** care or the care of any person under contract of service with **your household**.
- Liability arising out of ownership, possession or use of any mechanically propelled or motorised vehicle (except children's toys with a maximum speed of 20 km per hour used at **your premises**, motorised gardening equipment, golf buggies and invalid carriages), aircraft or watercraft over 12 feet in length or with an engine of more than 10 HP.
- Liability arising out of the ownership of any animal other than horses or domestic pets, but excluding dogs which are considered dangerous under the laws of the country where the **premises** are located.
- Liability arising out of accidents which happen in the United States of America or in Canada if **your** stay in either or both countries has exceeded 90 days in total in the **period of insurance** at the time of the accident.
- Liability for which compulsory motor insurance is required by law.
- Liability in connection with any car or other mechanically propelled or motorised vehicle:
 - while it is being used for racing, pacemaking, testing, hill climbs or trials; or
 - whilst being used by **you** or **your household** in the United States of America or Canada.
- Liability in respect of claims directly or indirectly arising out of asbestos or any materials containing asbestos provided that the **bodily injury** is caused by the hazardous nature of asbestos.
- Liability arising out of any work **your domestic employees** do for **you** other than **domestic duties** or work carried out in connection with **your home office business**.
- Liability for damages caused by buildings undergoing works which affect the stability of the **building** or which are subject to mandatory construction insurance.

3. General Exclusions

Whilst we aim to make our policy comprehensive, there are certain things we cannot insure. The following exclusions apply to all sections of your policy unless otherwise stated.

Absolute exclusions

Unless an exception applies, the following exclusions apply to all claims under the policy without qualification:

Acts of war	We will not pay for any loss , damage, or expense caused by or resulting from war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.	
Building work	We will not pay for any loss , damage, or expense which takes place or is incurred: <ul style="list-style-type: none"> ■ while the buildings are undergoing demolition, structural alteration, structural repair or extension; ■ where the cost of such works exceeds £100,000; and ■ where the loss, damage, expense or liability is caused by the works. 	This exclusion does not apply if you have our written agreement to the building works .
Communicable disease	We will not pay for loss , damage, expense or any liability which is directly or indirectly caused by, contributed to, or arising from the transmission of any disease, virus or syndrome that can be spread from one person to another or from an animal to a person.	
Confiscation	We will not pay for any loss , damage, or expense caused by or resulting from the confiscation, requisition, detention or destruction of: <ul style="list-style-type: none"> ■ any property belonging to you; or ■ any property for which you are legally responsible; by, or under the order of, any government, public or local authority or anybody acting on their behalf.	
Consequential financial loss	We will not pay for any consequential financial loss that you suffer following any incident which results in a covered claim under the policy.	
Deliberate or criminal acts	We will not pay for any loss , damage, expense or liability caused by or resulting from your own deliberate or criminal acts or omissions, those of any member of your household or those of anyone acting on your behalf.	
Environmental factors	We will not pay for any loss , damage, or expense caused by or resulting from rot, mould, toxic mould, mildew, fungus, fluctuations in temperature and air pressure, humidity, dryness of the air and exposure to light.	

Escape of water	We will not pay for any loss , damage, or expense caused by or arising out of escape of water from: <ul style="list-style-type: none"> ■ any fixed domestic water or heating installation; ■ any fixed water tanks; or ■ any water apparatus or pipes while your home is unoccupied .	This exclusion does not apply if: <ul style="list-style-type: none"> ■ you keep your home and any domestic outbuildings and garages which contain fixed domestic water or heating installations, fixed water tanks or water apparatus or pipes heated to a temperature of at least 10 degrees celsius; or ■ you shut off and drain the fixed domestic water or heating installations, fixed water tanks, water apparatus and pipes and you or a person nominated by you inspect the buildings at least once a week.
Excess	We will not pay for the amount of any excess shown in the schedule .	Unless stated otherwise in this policy wording or on the schedule , this exclusion does not apply if your claim exceeds £10,000.
Frost	We will not pay for any loss , damage or expense to your buildings caused by or resulting from frost.	This exclusion does not apply to loss or damage to, or expense incurred in relation to, fixed water tanks, apparatus and pipes.
Inherent defect	We will not pay for any loss , damage or expense caused by or resulting from an inherent defect.	
Misuse	We will not pay for any loss , damage, or expense caused by or resulting from the misuse of any property, machinery or equipment by you or anyone acting on your behalf.	
Nuclear and radiation hazards	We will not pay for any loss , damage, expense or liability which is directly or indirectly caused by, contributed to, or arising from: <ul style="list-style-type: none"> ■ ionising radiation; ■ contamination by radioactivity from any nuclear fuel or nuclear waste; or ■ the radioactive, toxic, explosive or hazardous properties of any nuclear equipment or component. 	
Pollution or contamination	We will not pay for any loss , damage, expense or liability which is directly or indirectly caused by, contributed to, or arising from pollution or contamination.	This exclusion does not apply if the pollution or contamination was caused by a sudden, identifiable, unintended and unforeseen accident which occurs during the period of insurance . All pollution or contamination shall be deemed to have occurred at the time the accident took place.
Prior incidents	We will not pay for: <ul style="list-style-type: none"> ■ any accident, bodily injury, loss or damage which occurs; or ■ any expense which you have incurred; prior to the period of insurance. 	
Routine maintenance	We will not pay for the cost of any routine maintenance or redecoration.	

Structural movement	We will not pay for any loss , damage, or expense caused by or resulting from the movement of the buildings including settlement, shrinkage, expansion or bulging.	This exclusion does not apply where the movement of the buildings is caused by subsidence, landslip or ground heave.
Subsidence, landslip or ground heave	We will not pay for any loss , damage, expense or liability incurred in relation to: (a) the solid floor slabs beneath the external walls of your home , domestic outbuildings or garage; or (b) paved terraces, patios, drives, paths, colonnades, walls, gates, fences, hedges, hard courts, swimming pools, other sports structures and domestic fixed fuel tanks; which is caused by or results from subsidence, landslip or ground heave.	This exclusion does not apply in relation to (a) if the external walls of your home , domestic outbuildings or garage are damaged by the same cause at the same time. This exclusion does not apply in relation to (b) if your home is also damaged by the same cause at the same time.

Exclusions where ensuing damage is covered

These exclusions apply to all **loss**, damage or expense caused by or resulting from the causes set out below. However ensuing **loss**, damage or expense resulting from these causes is not excluded, as set out in the exceptions below.

Ensuing **loss**, damage or expense means any loss, damage or expense which follows the excluded **loss**, damage or expense. For example, if **your** roof leaks due to defective design or poor workmanship, **we** will not pay for the cost of repairing the roof. However if **your contents** are damaged by rainwater entering **your home**, this damage will not be excluded.

Please note that even if an exception applies, the **loss**, damage or expense may still be excluded elsewhere in the policy.

	Exclusion	Exceptions
Defective design or workmanship	We will not pay for any loss , damage or expense caused by or resulting from defective design, construction or workmanship or the use of inadequate or defective materials. Therefore we will not pay the cost of remedying or improving the defective design, construction or workmanship or the loss , damage or expense caused by the use of inadequate or defective materials.	This exclusion does not apply to any ensuing sudden and unforeseen loss or damage to a separate and identifiable part of the property insured where: <ul style="list-style-type: none"> ■ you were unaware of the defective design, construction or workmanship or the use of inadequate or defective materials; and ■ it was reasonable for you not to be aware of the defective design, construction or workmanship or the use of inadequate or defective materials (for example because the defective design or workmanship was not easily visible); or where: you were aware of the defective design, construction or workmanship or the use of inadequate or defective materials but had taken reasonable steps to remedy the problem (taking into account the scale of the problem and the length of time you had been aware of it).

	Exclusion	Exceptions
Gradually operating causes	We will not pay for any loss , damage or expense caused by or resulting from any gradually operating cause. This includes, but is not limited to, gradual deterioration, warping and wear and tear.	This exclusion does not apply to any ensuing sudden and unforeseen loss , damage or expense where: <ul style="list-style-type: none"> ■ you were unaware of the gradually operating cause; and ■ it was reasonable for you not to be aware of the gradually operating cause (for example because it was not easily visible or had only recently become apparent); or where: you were aware of the gradually operating cause but had taken reasonable steps to remedy the problem (taking into account the scale of the problem and the length of time you had been aware of it).
Insects and vermin	We will not pay for any loss , damage or expense caused by or resulting from the actions of insects, vermin or rodents.	This exclusion does not apply to loss , damage or expense caused by or resulting from the actions of squirrels. This exclusion does not apply to any ensuing sudden and unforeseen loss , damage or expense where: <ul style="list-style-type: none"> ■ you were unaware of the actions of insects, vermin or rodents; and ■ it was reasonable for you not to be aware of the actions of insects, vermin or rodents (for example because they were not easily visible or had only recently become apparent); or where: you were aware of the actions of insects, vermin or rodents but had taken reasonable steps to remedy the problem (taking into account the scale of the problem and the length of time you had been aware of it).
Mechanical or electrical fault	We will not pay for any loss , damage or expense caused by or resulting from a mechanical or electrical fault, breakdown or failure.	This exclusion does not apply to any ensuing sudden and unforeseen loss , damage or expense where: <ul style="list-style-type: none"> ■ you were unaware of the mechanical or electrical fault, breakdown or failure; and ■ it was reasonable for you not to be aware of the mechanical or electrical fault, breakdown or failure (for example because it was not easily visible or had only recently become apparent); or where: you were aware of the mechanical or electrical fault, breakdown or failure but had taken reasonable steps to remedy the problem (taking into account the scale of the problem and the length of time you had been aware of it).

	Exclusion	Exceptions
Rust and corrosion	We will not pay for any loss , damage or expense caused by or resulting from rust or corrosion.	<p>This exclusion does not apply to any ensuing sudden and unforeseen loss, damage or expense where:</p> <ul style="list-style-type: none"> ■ you were unaware of the rust or corrosion; and ■ it was reasonable for you not to be aware of the rust or corrosion (for example because it was not easily visible or had only recently become apparent); <p>or where:</p> <p>you were aware of the rust or corrosion but had taken reasonable steps to remedy the problem (taking into account the scale of the problem and the length of time you had been aware of it).</p>

Exclusions for specific items or expenses

These exclusions apply to the following specific items or expenses:

	Exclusion
Motorised vehicles	We will not pay for loss or damage to quad bikes or motorbikes while they are being used.
Repairs following a leak	We will not pay for the cost of repairing any fixed domestic water or heating installation following a leak, unless the cause of the leak is insured by this policy.
Wine and spirits	We will not pay for contamination, discolouration, recorking, ullage (shortage or shortfall caused by, for example, evaporation or spillage), cork taint, oxidation, unexplained shortages or mysterious disappearance of your wine and spirits collection.

4. Making a Claim

This section tells **you** how to make a claim and what to do if **loss** or damage occurs. The section also contains various obligations which **you** must comply with as a condition of payment of **your** claim. Additional conditions may apply and these are shown in Section 5 (General Terms and Conditions) on page 44 and in the relevant section of cover.

How to make a claim

To make a claim or to notify **us** of any circumstances which are likely to give rise to a claim please contact **your** insurance adviser or telephone **our** Claims Department on 020 7015 0919 or out of hours on 0808 123 0818 (or email **us** at claims@axa-art.co.uk).

What to do when loss or damage occurs

Upon learning of any circumstances likely to give rise to a claim **you** or anyone acting on **your** behalf must:

- tell **us** as soon as possible, but in any event within 30 days, about any incident which **you** may need to claim for under the policy;
- you must obtain AXA ART's prior written agreement to any costs or expenses, other than those incurred to reduce or mitigate any recoverable claim;
- tell the police as soon as possible if **you** suspect there has been a crime and obtain a crime reference number;
- notify the carrier as soon as possible, in writing, of any **loss** or damage in transit and obtain a written acknowledgement;
- send **us** as soon as possible, and without replying to it, any summons or other communication **you** receive in connection with

any incident that may give rise to a claim under this policy.

You must not admit, deny, negotiate or pay a claim or liability without **our** written consent. **We** are entitled, but not obliged, to take over and deal with, in **your** name, the defence or settlement of any claim.

If **you** or anyone acting on **your** behalf fails to comply with these conditions and **we** suffer prejudice as a result, **we** will not pay **your** claim.

Information and assistance that you must provide

To support **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property.

To assist **us** in dealing with **your** claim **we** may require **you** to obtain estimates for the replacement or repair of **your** damaged property and may need to enter and inspect **your premises**. **We** may also require **you** to provide other assistance as required.

We will only ask for information and assistance relevant to the claim.

If **you** fail to comply with these conditions and **we** suffer prejudice as a result **we** will not pay **your** claim.

False claims

If **you** or anyone acting for you:

- knowingly or recklessly makes a fraudulent or exaggerated claim under **your** policy; or
- makes a claim for any injury, **loss** or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

We may at **our** option do one or more of the following:

- refuse to pay the claim;
- cancel the policy from the date of the fraudulent act, without any refund of premium;
- recover from **you** any sums which **we** have paid in respect of the claim; and
- inform the police of the circumstances.

Recovered property

You must notify **us** if **you** have recovered any of **your** property that was stolen or lost after **we** have paid a claim.

If **we** recover any of **your** property after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** may repurchase it from **us** within 60 days. **You** must repurchase the recovered item for either:

- the settled claim amount plus interest (calculated at the Bank of England base rate charged for the period between the date the claim was settled and the date **you** repurchase the item) plus any recovery costs or expenses; or
- the **market value** at the time of recovery and any recovery costs or expenses;

whichever is less.

Salvage of items

Where **we** have paid **you** the full or **agreed value** of a damaged item **we** are entitled, but not obliged, to take possession and ownership of that item. **You** must not dispose of the item until **you** have **our** permission to do so.

Recovering a claim payment

We may, at our expense, commence proceedings in your name, including proceedings for recovering any payments which we have made to you in settlement of a claim.

If you refuse to allow us to exercise your rights against another person, or to take proceedings in your name, we will not have to pay your claim and, if we have already made any payments in respect of your claim, we may recover those payments from you.

5. General Terms and Conditions

Prevention of loss or damage

You must:

- take all reasonable steps to prevent accidents and **bodily injury**;
- take all reasonable steps to prevent **loss** or damage;
- keep all property insured (including **buildings, contents, the collection and jewellery**) in good condition and in a good state of repair.

If the **loss**, damage, expense or liability for which you are claiming has been caused or directly adversely impacted by your failure to comply with this condition, we will not pay your claim.

Non-payment of premium

In the event of a claim being made under this policy, we will not settle a claim in full or in part until all outstanding premiums have been paid.

Additionally, we reserve the right to cancel this policy with effect from the date of commencement of cover in the event of non-payment of the premium, or if you are paying by instalments, the date when the last instalment was due.

Reinstatement of the insured amounts

Where we pay a claim under Section A (Buildings and Tenant's Improvements) or Section B (Contents), we will not reduce the sums insured for those sections by the amount of the claim payment but will reinstate the sums insured to the amount shown in the **schedule**. This does not apply to Section C (Collection) or Section D (Jewellery).

Other insurance

If any claim is covered by any other insurance, we will not pay for more than our share of that claim.

Your contract duration

Unless otherwise agreed and listed on your **schedule**, the duration of your policy is one year. You should regularly review the policy to ensure that it remains adequate to meet your needs.

Your cancellation rights

You have the right to cancel the policy at any time. If you wish to cancel you should do so by writing to us at AXA ART Versicherung AG UK Branch, 20 Gracechurch Street, London EC3V 0BG, calling us on 020 7015 0919 or by contacting your insurance adviser.

Cancellation within the cooling-off period

You have the right to cancel the policy for any reason within 14 days of receipt of the policy documents. Upon cancellation, **you** are entitled to a full refund of premium paid providing no claim has been submitted. No refund will be given if a claim has been paid or is outstanding.

Cancellation outside the cooling-off period

If **you** cancel after 14 days of receipt of the policy documents, **you** are entitled to a refund of premium which is proportionate to the unexpired part of the **period of insurance**. No refund will be given if a claim has been paid or is outstanding.

Our cancellation rights

We also have the right to cancel the policy at any time by giving **you** 14 days' notice. **We** will only cancel the policy for a valid reason. Valid reasons include, but are not limited to:

- where **you** notify **us** of a change of risk which means that **we** can no longer provide **you** with insurance cover;
- where **you** fail to co-operate with **our** requests for assistance, information or documentation;
- where **you** fail to comply with any of the terms and conditions which apply to **your** policy; or
- where **you** knowingly or recklessly make a false statement or submit a false or forged document in support of a genuine claim.

If **we** decide to cancel the policy **we** will do so by sending a cancellation notice to the correspondence address shown in the **schedule**.

Upon cancellation **you** are entitled to a return premium proportionate to the unexpired part of the **period of insurance** providing no claim has been paid or is outstanding.

Data protection

We are committed to ensuring **your** privacy and that **your** personal information is protected. For details of how **we** use the personal information **we** collect from **you** and **your** rights please view **our** privacy policy at <https://www.axa-art.com/uk/en/privacy>.

If **you** would like **us** to send you a printed copy please contact **us** (directly or through **your** insurance adviser).

Inaccurate Data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **us** (directly or through **your** insurance adviser) and **we** will correct any errors.

Right to Object

Where **we** process **your** personal information for direct marketing purposes or on the basis of a legitimate interest, **you** have the right to object to the processing. **We** explain the legitimate interests **we** rely upon in **our** privacy policy. If **you** want to exercise **your** right to object, please contact the Data Protection Officer.

In writing:

Data Protection Officer
AXA ART Versicherung AG UK Branch / AXA ART Europe Limited
20 Gracechurch Street
London
EC3V 0BG

By email: compliance@axa-art.co.uk

Governing law

You and **we** are free to choose the law applicable to **your** insurance contract with **us**. In the absence of any written agreement to the contrary, this policy is governed by and interpreted in accordance with English Law. Any legal action taken by **you** or **us** in relation to this policy will be subject to the exclusive jurisdiction of the English courts.

Third parties

You and **we** are the only parties to this policy. Nothing in this policy is intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of Third Parties) Act 1999.

Sanctions

We shall not provide cover nor shall **we** be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, Australia, United Kingdom or United States of America.

Disputes procedure

If **we** admit liability to **you** under the policy but any dispute or difference arises between **you** and **us** about the amount **we** should pay **you**, any such dispute or difference may be determined by the arbitration of a single arbitrator to be agreed between **you** and **us**, or failing agreement within 14 days after either **you** or **we** have given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or Vice-President of the Chartered Institute of Arbitrators. **You** may not take legal action against **us** over a dispute before the arbitrator has made an award.

Complaints

We aim to provide the highest levels of service and **we** hope that **our** high standards will leave **you** with no cause for complaint. However **we** recognise that things do occasionally go wrong. Should that happen, **we** will do **our** utmost to ensure that **your** complaint is handled promptly, fairly and to **your** satisfaction.

Any enquiry or complaint **you** may have regarding **your** policy, or a claim notified under **your** policy, may be addressed to **us** (directly or through **your** insurance adviser). Please have details of the policy, including **your** policy reference, available to enable the enquiry to be dealt with efficiently. Details of **our** internal complaints procedure are available on request.

Should **you** remain dissatisfied, short of legal action, **you** may ask the Financial Ombudsman Service (FOS) to review **your** complaint. The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **we** have provided **you** with a final response to **your** complaint or after expiry of an eight week period, whichever is sooner. Please note **you** have 6 months from the date of **our** final response letter in which to refer **your** complaint to the Ombudsman.

FOS contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Telephone: 0300 123 9 123 or 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk>

Referral to the FOS will not affect **your** right to take legal action against **us**.

Definitions

Certain words in this policy have special meanings. These meanings are given below. To help **you** identify these words **we** have printed them in **bold**.

Aggravated burglary

A burglary during which the intruder(s) have physically assaulted a member of **your household**.

Agreed value

The value of an item agreed between **you** and **us** for the purposes of this policy only. **We** make no representations that this is the value that the item would attain if sold. The **agreed value** should not be relied upon for any purpose except insurance with **us**.

Bodily injury

Death, illness, personal injury or disease.

Buildings

- The structure of the **home**, domestic outbuildings and garages;
- Statues, urns and sculpture attached permanently to and forming part of the **home**, domestic outbuildings and garages which are not specifically insured under Section C (Collection);
- **Fixtures and fittings**;
- Paved terraces, patios, drives and paths;
- Colonnades, walls, gates and fences;
- Hard courts, swimming pools and other sports structures;
- Tanks, drains, pipes and cables servicing the **home**;
- Green energy equipment such as solar panels, hot water pumps, wind turbines used for domestic purposes;

all at the address specified in the **schedule** for which you are legally responsible.

In case of co-ownership, **buildings** include **your** share in the communal areas.

Business equipment

Office equipment including computers, printers, fax machines, photocopiers, scanners, tablets and mobile phones.

Business stock

Stock used in connection with a business conducted from **your home**.

Close relative

Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal ward, legal guardian, partner or fiancé/fiancée.

Collection

The paintings, prints, drawings, photographs, antique or design furniture, rugs and tapestries, books and manuscripts, sculptures, ceramics, glass, gold, silver and plate objects, and other collectibles such as coins, stamps, medals, wine or guns shown as covered in Section C (Collection) of the **schedule** belonging to **you** or for which **you** are legally responsible. The **collection** does not include **jewellery**.

Consequential financial loss

Any financial loss, damage, expense (including loss of profit, loss of goodwill, loss of reputation, loss of anticipated profit or savings or any other economic loss) resulting from any **loss** caused by an insured event.

Contents

- Household goods and household appliances;
- Carpets and satellite dishes fixed to or in the **home**;
- Personal possessions.

Contents do not include:

- Property more specifically insured under any other section of this policy;
- **Buildings** or any part thereof;
- Any living thing;
- Mechanically propelled or assisted vehicles (other than motorised gardening equipment, golf buggies or invalid carriages), watercraft over 12 feet in length, hovercraft or aircraft (other than hand propelled or models) or parts or accessories;
- Securities, certificates and documents of any kind.

Credit cards

Credit, cheque, charge, debit or cash dispenser cards.

Depreciation

The reduction in value of an item directly caused by damage to the item, less any repair or restoration cost.

Domestic employees

Any person working for **you** in connection with **domestic duties** who is employed by **you** under a contract of service or self-employed and working under **your** control and supervision as well as any person (up to a maximum of 5) that **you** employ for **your home office business**.

Domestic duties

Those duties relating to **your premises**, any temporary residence or in connection with any car (whether as chauffeur or otherwise) which is used by **your household** as well as the duties of employees who provide personal care to any member of **your household**.

Endorsement

Any variation made to the policy agreed by **us** in writing.

Excess

The amount for which **you** are responsible in respect of each and every claim, but this will not apply for any claim of more than £10,000 unless stated otherwise elsewhere in this policy wording or on the **schedule**. All claims arising out of one incident or **loss** will be treated as a single claim.

Expert costs

Architects', surveyors', consulting engineers' and legal fees incurred to replace, repair or rebuild the **buildings**.

Fixtures and fittings

All items that are fitted to and form part of the structure of **your home** including:

- Wall coverings and other interior decorations;
- Bathroom suites;
- Fitted kitchens;
- Flooring but excluding carpets.

Home

The private dwelling(s) at the address(es) specified in the **schedule**, but not the garden, grounds, garage and outbuildings.

Home office business

Office work carried out in **your home** by **you** or **your** employees provided the total number of employees for that work does not exceed 5 people. Office work is limited to administrative work only and excludes any manual work or the use of any machinery, other than **business equipment**.

Household

All permanent residents at **your home** with the exception of tenants or **domestic employees**.

Identity fraud

The unauthorised use of **your** personal identity with the intention of committing an unlawful act.

Jewellery

Gemstones, pearls, watches or items of gold, silver or other precious or semi-precious metals and/or articles comprising them, designed to be worn on the person.

Loss

Physical loss.

Market value

The amount for which the item could reasonably be expected to be replaced immediately prior to the time of **loss** with one substantially identical to the item lost or damaged.

Money

Cash, cheques, postal orders, bankers' drafts, travellers' cheques, savings stamps and certificates, premium bonds, gift tokens, all held for social or domestic purposes only.

Period of insurance

The time for which this policy is in force as shown in the **schedule**.

Permanently physically disabled

Total permanent loss of use of a limb, hand, foot or eyesight.

Premises

The **buildings** and the associated land at the address(es) specified in the **schedule** which are all used for domestic purposes.

Property in the open

Garden furniture, ornaments and statues which are not shown as covered in Section C (Collection) of the **schedule** and other similar items that are usually left outside.

Safe

A strong lockable cabinet made by a specialist manufacturer specifically designed to protect **jewellery** and items of high value from theft or unauthorised removal.

Schedule

The document sent to **you** when **we** accepted this insurance and any subsequent amendment, whichever is the most recent, showing the name of the insured, the address of **your home**, **your** correspondence address, the sums insured for each section of the policy, and the **period of insurance**.

Third party

Any other person than **you** or a member of **your household**.

Unoccupied

Not lived in by **you** or by a person authorised by **you** for a period of 90 consecutive days.

We/us/our

AXA ART Versicherung AG UK Branch.

You/your

The person or persons shown in the **schedule** as the insured.



AXA ART Europe Limited

Registered in England and Wales No. 02747949

Registered Office

AXA ART Europe Limited

20 Gracechurch Street - London EC3V 0BG

Telephone: 020 7015 0919

Email: info@AXA-ART.co.uk

Authorised and regulated by the Financial Conduct Authority.

AXA ART Versicherung AG UK Branch

Registered in England and Wales No. BR020720

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Authorised by the German Federal Financial Supervisory Authority (BaFin).

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