



Home Protector Policy

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We welcome you as a Policyholder of Argus Insurance Company (Europe) Limited a locally incorporated Company associated with the Argus Insurance Group offering you an extensive insurance service.

Please read this Policy Booklet together with your Schedule. These set out the cover you have chosen, plus any limits that apply. If you are not satisfied with the details or the policy does not cover your needs, please return the Schedule to your insurance adviser.

THE CONTRACT OF INSURANCE

This policy is a contract between you and Argus Insurance Company (Europe) Limited and is based on the information you gave us when you applied for this insurance. In return for your premium, we will provide the cover shown in the Schedule during the period of insurance.

THE LEGAL DEFINITION

In return for payment by you, we will provide insurance in accordance with the policy cover shown in the policy schedule in respect of accident, injury, loss or damage occurring within the territorial limits (or in the course of transit between any ports therein including the processes of loading and unloading) during the period of insurance.

LAW APPLICABLE TO CONTRACT

You and the insurer are free to choose the law to this contract but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or, in case of a business, the law of the country in which the registered office or principle place of business is situated) will apply. If you are not resident (or, in the case of a business, the registered office or principle place of business is not situated) in Gibraltar, the law which will apply is the law of Gibraltar.

USE OF LANGUAGE

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

CHANGES WE NEED TO KNOW ABOUT

Please tell your insurance adviser immediately if there are any changes which may affect this insurance for example:

- The people to be insured;
- The sums insured are not adequate;
- Change of vehicle;
- Criminal convictions or cautions of the people insured.

Any change in circumstances may result in revised terms and conditions of this policy from the date of the change. If you do not tell us about any change, it may affect any claim you make.

Signed on behalf of the Insurer



Tyrone Montovio - Chief Executive
Argus Insurance Company (Europe) Limited

OUR SERVICE TO YOU, COMPLAINTS PROCEDURE AND OUR PROMISE OF SERVICE

We are committed to delivering a first class quality service to all our customers, we do however realise that occasionally things can go wrong. We take any complaint seriously and aim to resolve any problems as soon as possible.

To ensure that we provide the kind of service you expect, we always welcome your feedback to make sure that we continually improve our service to you.

What will happen if you make a complaint?

- We will acknowledge your complaint within 5 working days of receiving it.
- We will aim to resolve complaints, following assessment and investigation as soon as possible.

Most concerns can be resolved quickly, but sometimes we will need to go into more detail. If this looks likely we will keep you updated about the situation and let you know when you can expect to hear from us.

If you are unhappy with any aspect of the handling of your insurance, your first point of contact should be your insurance advisor or your usual Argus Insurance point of contact. You can write to us or telephone us, whatever suits you best, and ask your contact to review your problem.

If you are unhappy with the decision you receive from us, you should write to, The General Manager, Argus Insurance Company (Europe) Limited, PO Box 45, Regal House, 3 Queensway, Gibraltar.

If you are dissatisfied with our final decision, you can refer the matter to the Department of Consumer Affairs, 10 Governor's Lane, Gibraltar.

YOUR CANCELLATION RIGHTS You have a statutory right to cancel your policy within 14 days from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is later.

If you want to cancel, and your insurance cover has not yet started, you'll be entitled to a full refund of the premium paid. Or if your insurance cover has already started, you'll be entitled to a refund of the premium paid, with a deduction for the time for which you've been covered. This is calculated on a pro-rata basis.

To cancel your policy please contact your insurance adviser at the address shown on your Policy.

If you don't cancel the policy it will continue in force and you'll need to pay the premium. For your cancellation rights outside the statutory cooling-off period, please refer to the General Conditions section of this booklet.

ADMINISTRATION CHARGE If you make any adjustments to your policy we reserve the right to apply a minimum administration charge of £15.

ADDITIONAL COVER - REFUND OF PREMIUMS If you have purchased additional cover options with this policy, a refund may not be available on those additional covers if they are subsequently removed after the statutory cancellation period.

THE RIGHT LEVEL OF COVER How much should you insure for?

It's up to you to make sure that the amount you insure for represents the full value of your property. For buildings, this means the full cost of rebuilding your property, including any outbuildings. You also need to think about any extra costs involved in rebuilding such as demolition, architects' and surveyors' fees. And there could be additional costs in meeting the requirements of your local authority.

For Contents and Personal Belongings this means the full cost of replacing all the property at today's prices (apart from clothing and household linen, where we may make a deduction for wear and tear and loss in value).

It's important that you insure for the full amount as the sums insured are the maximum payouts for any claim.

DATA PROTECTION AND HOW WE PROCESS DATA

Processing of personal data is regulated by the General Data Protection Regulation EU 2016/679 together with other laws which relate to privacy and electronic communications. In this clause, we refer to these laws as “Data Protection Law”.

During the course of our engagement with you, it will be necessary for you to disclose certain personal data to us in order that we may provide our services to you and to enable us to discharge the services agreed, to comply with related legal and regulatory obligations and for other related purposes including updating and enhancing client records and analysis for management purposes. This will require us to obtain, use, disclose and otherwise process personal data about you and, if applicable, your organisation, its shareholders, members and/or officers and employees.

For clarity, Data Protection Law contemplates various grounds which may render processing of personal data lawful, including where it is necessary for a contract, mandated by law, if it is in our or your legitimate interest (and does not override your privacy), and/or if you give us your consent. Our Privacy Notice (which can also be accessed at www.argus.gi) or provided to you in hard copy upon request, explains how we process personal data. In providing our services we act as an independent data controller and are, therefore, responsible for complying with Data Protection Law in respect of any personal data we process. You are responsible for complying with Data Protection Law in respect of the personal data you process and, accordingly, where you disclose personal data to us you confirm and warrant that such disclosure is fair and lawful, that where applicable and necessary you have obtained lawful consent from others for you to pass on their personal data to us, to the Argus Group and third-parties to whom we disclose personal data (and for the Argus Group and said third-parties to share the personal data with us), and otherwise it does not contravene Data Protection Law. Nothing within this document relieves you of your own direct responsibilities and liabilities under Data Protection Law. Terms used in this clause bear the same meanings as are ascribed to them in Data Protection Law. This clause does not apply to the extent that we act as a data processor for you, in which case specific data protection instructions are to be signed between us.

POLICY DEFINITIONS

Wherever the following words or phrases appear in this policy, they will have the following meanings.

ACCIDENTAL DAMAGE

Damage caused suddenly and unexpectedly by an outside force.

BUILDINGS

- a. The home, garages and other outbuildings, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the home;
- b. Fixtures, fittings and decorations.

These must all be at the address shown in the Schedule.

CONTENTS

Household items and personal belongings:

- a. That you own;
- b. That you are legally responsible for; or

- c. That belong to the domestic employees who live with you.

This includes personal money up to £500, and visitors' personal belongings up to £1,000. The definition of contents does not include:

- a. Property insured by any other insurance policy;
- b. Securities (stocks and shares) and documents of any kind;
- c. Motorised vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories or any of these;
- d. Any part of the structure of your home including ceilings, wallpaper and the like;
- e. Items used for business or professional purposes;
- f. Any living creature.

EXCESS

Any amount you will have to pay towards each claim.

HOME

The house or flat and its outbuildings, used only for domestic purposes.

MOTORISED VEHICLE

Any electrically or mechanically powered vehicle other than

- a. Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to your home;
- b. Vehicles designed to help disabled people (as long as vehicles are not registered for road use);
- c. Golf carts and trolleys;
- d. Pedestrian-controlled toys and models.

PERIOD OF INSURANCE

The period of time the insurance is provided for under this policy, as set out in the Schedule, and any other period the policy is renewed for.

PERSONAL MONEY

Cash, cheques, postal orders, lottery tickets, unused postage stamps, saving stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, traveller's cheques and phone cards, all held for social, domestic or charitable purposes.

UNFURNISHED

Does not contain enough furniture for normal living purposes.

UNOCCUPIED

Not lived in by you or by anyone who has your permission.

VALUABLES

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery or fur.

WE, OUR, US

Argus Insurance Company (Europe) Limited.

YOU, YOUR

The person (or people) named in the Schedule, their domestic partner and members of their family (or families) who are permanently living with them.

SECTION 1 - BUILDINGS

This section applies only if it is shown on the Schedule.

Exclusion applying to the buildings section.

See also General Exclusions.

Loss of or damage to any appliance forming part of the buildings from that appliance failing to correctly recognise or respond to any date.

Damage by wet or dry rot arising from any cause, except as a direct result of a claim we have already paid, and where repair or preventative action was carried out by a tradesperson we have approved.

SUB-SECTION A

THE BUILDINGS

Loss of or damage to the buildings caused by the following,

1. **a. Fire, explosion, lightning or earthquake**
- b. Smoke**

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 1b:

- Loss or damage that happens gradually.

2. **Storm and flood**

Exclusions:

- 1% of the total amount payable in respect of each and every occurrence subject to a minimum of £200.
- Loss or damage by frost.
- Loss or damage to fences, gates and hedges.
- Loss or damage that happens gradually.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.

3. **a. Riot, civil unrest, strikes and labour and political disturbances**

b. Malicious acts

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 3b:

- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss or damage caused by you or paying guests or tenants.

4. Collision by:

- a. Aircraft or other flying objects, or anything falling from them;
- b. Vehicles, animals or falling rocks.

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 4b:

- Loss or damage caused by domestic pets or animals belonging to or in the custody or control of you or a member of your family or paying guests or tenants.

5. a. Escape of water from water tanks, pipes, equipment or fixed heating systems

- b. Freezing of water in tanks, equipment or pipes

Exclusions:

- In respect of parquet, wooden or laminated flooring the first £350 of each and every amount payable in respect of each and every occurrence.
- In respect of any other loss the first £200 of each and every amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss or damage arising from rust corrosion or any other loss or damage that happens gradually.
- Loss of or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the home.

6. Leakage of oil from a fixed heating system

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.

7. Theft or attempted theft

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss or damage caused by you or paying guests or tenants.

8. Falling radio and television aerials and dishes, and their fittings and masts

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage caused during the process of erection, dismantling, or maintenance of the aerials, dishes, fittings or masts.
- Loss or damage to the aerial, dish or their fittings or masts.

9. Subsidence or heave of the land that buildings stand on, or landslip

Exclusions:

- The first £1,000 of any amount payable in respect of each and every occurrence.
- Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates fences, hedges or fixed tanks providing fuel to the home unless we also accept a claim for subsidence, heave or landslip damage to the home.
- Damage if you know that any of the buildings have already been damaged by subsidence, heave or landslip, unless you have told us about this and we have accepted it.
- Damage resulting from coastal erosion.
- Damage to solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship.
- Damage caused by normal settlement or shrinkage, or by recently placed infill materials moving.

10. Falling trees or branches

If we accept a claim for damage to buildings by falling trees, we will also pay the reasonable costs for removing from the site.

- a. The fallen part of the tree;
- b. The whole tree if it has been totally or partly uprooted.

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Removing the part of the tree that is still below ground.
- Restoring the site.
- Loss or damage caused by felling, lopping or topping.

Other expenses:

If we accept a claim under Section A, we will also pay for the following:

- a. Architects' and surveyors' fees necessary for restoring the buildings. The amounts we pay for these fees must not be higher than those authorised by the relevant professional institutes;
- b. The necessary cost of removing debris and demolishing or supporting the damaged parts of the buildings which we have agreed to pay;
- c. The cost of meeting building regulations or municipal or local authority bye-laws.

Exclusions applying to a:

- Any fees for preparing any claim.

Exclusion applying to c:

- Any cost you are legally responsible for paying because of a notice served on you before the date of the loss or damage.

SUB-SECTION B

LOSS OF RENT AND THE COST OF ALTERNATIVE ACCOMMODATION

If the house or flat is damaged by any cause listed under Section A and, as a result, it cannot be lived in, we will pay any ground rent you still have to pay, for up to two years.

WE WILL ALSO PAY FOR

- a. Rent you have lost; and
- b. Any reasonable extra accommodation expenses; until the house or flat is ready to be lived in.

We will not pay more than 15% of the buildings sum insured for any incident.

Exclusions:

- The cost of food and drink.
- Any increase cost for alternative accommodation which is of a higher standard than that provided by the home or part of the home in which you live.
- Fuels, bills, taxes or any other charges which you would have paid if you were still living in the home.

SUB-SECTION C

DAMAGE TO SERVICES

Accidental damage to

- a. Cables and underground pipes which provide services to or from the buildings; and
- b. Septic tanks and drain inspection covers which you are legally responsible for.

We will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the home if this is necessary because normal methods of releasing the blockage are unsuccessful.

Exclusions:

- The first £100 of any amount payable in respect of each and every occurrence.
- Damage due to a fault or limit of design, manufacture, construction or installation.

SUB-SECTION D

DAMAGE TO GARDENS

If your garden is damaged by

- a. Fire, explosion, lightning, malicious acts, riot, theft or attempted theft; or
- b. Being hit by vehicles, animals or aircraft or anything falling from them.

We will pay the cost of re-landscaping up to £2,500, but no more than £250 for any one tree, shrub or plant.

Exclusion:

- The first £50 of any amount payable in respect of each and every occurrence.

SUB-SECTION E

FIXED GLASS AND SANITARY FITTINGS

The accidental breaking of fixed glass and sanitary fittings, which form part of the buildings (including glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns) up to a maximum limit of £500 any one item unless otherwise specified in the policy schedule.

Exclusions:

- The first £75 of any amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.

SUB-SECTION F

EMERGENCY ACCESS

Damage to the buildings caused by forced access to deal with a medical emergency or to prevent damage to the home.

SUB-SECTION G

TRACING AND ACCESSING LEAKS

If the buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the home, we will pay the reasonable cost of removing and replacing any other part of the buildings necessary to find and repair the source of the leak and making good.

Exclusion:

- We will not pay more than £250 for any one incident.

SUB-SECTION H

YOUR LIABILITY TO THE PUBLIC

Your legal liability as owner of the buildings to pay damages and claimants costs and expenses for:

- a. Accidental bodily injury or illness; or
- b. Accidental loss of or damage to property;

happening during the period of insurance and arising from you owning the buildings.

We will not pay more than £1,000,000 for any one incident. We will also pay all your costs and expenses that we have already agreed in writing.

Exclusions - Any liability

- a. As occupier of the buildings;
- b. For accidental bodily injury or illness to any person you employ if the injury or illness happens as a result of or in the course of their employment by you;
- c. For loss of or damage to property which belongs to you or is in your care;
- d. In connection with any motorised vehicle;
- e. Under any agreement, unless you would be liable without the agreement;
- f. In connection with your trade, business or profession.

IMPORTANT

If you are the owner and occupier of the home insured by this policy.

Accidents that happen in the buildings or on land are nearly always the legal responsibility of the occupier (the person who lives in the building or on the land) rather than the owners.

If you are the owner and the occupier of the buildings, please remember that this buildings insurance does not cover your legal liability as the occupier of the home or its land.

To protect yourself, you will need to arrange contents insurance which provides Occupier's Liability cover.

SUB-SECTION I

SELLING YOUR HOME

If you enter into a contract to sell any building insured by this policy, and the building is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale is completed. This does not apply if other insurance has been arranged by or for the buyer.

SUM INSURED CONDITION

At all times, the sum insured must be adequate to cover the full cost of rebuilding the buildings to the same specification, including an amount for demolition costs and architects' and surveyors' fees.

If at the time of a loss your sum insured is too low, we will not settle claims on a 'new for old' basis and will reduce any payment to reflect wear and tear.

SETTLING BUILDING CLAIMS

We can choose to settle your claim by replacing, reinstating, repairing or by payment. If we are able to replace property, payment will be limited to the cost of replacement by our preferred supplier.

WHAT WE WILL PAY

The most we will pay for loss or damage arising out of one incident is the buildings sum insured shown in the schedule. We will not pay for any reduction in the market value of the home after the damaged parts of the home have been replaced, reinstated or repaired.

We will not reduce the sum (or sums) insured by the amount paid under any claim.

PAIRS, SETS AND SUITES

We will not pay for the cost of replacing any undamaged items which form part of:

- a. A set (other than a pair);
- b. A suite;
- c. Any other item of a uniform nature, design or colour.

When damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

SECTION 2 - CONTENTS

This section applies only if it is shown on the Schedule.

Exclusion applying to the Contents section.

See also General Exclusions.

Loss of or damage to any property or appliance caused by or resulting from that property or appliance or any part of it (whether belonging to you or not) failing to recognise or respond to any date.

SUB-SECTION A

CONTENTS IN THE HOME

Loss of or damage to the contents in the home caused by any of the following:

1. a. Fire, explosion, lightning or earthquake

b. Smoke

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 1b:

- Loss or damage that happens gradually.

2. Storm and Flood

Exclusions:

- 1% of the total amount payable in respect of each and every occurrence subject to a minimum of £200.
- Loss or damage by frost.
- Loss or damage that happens gradually.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.

3. a. Riot, civil unrest, strikes and labour and political disturbances

b. Malicious acts

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 3b:

- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss or damage caused by you or paying guests or tenants.

4. Collision by

a. Aircraft or other flying objects, or anything falling from them

b. Vehicles, animals or falling rocks

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 4b:

- Loss or damage caused by domestic pets or animals belonging to or in the custody or control of you or a member of your family or paying guests or tenants.

5. Escape of water from water tanks, pipes, equipment or fixed heating systems.

Exclusions:

- The first £200 of each and every amount payable in respect of each and every occurrence.
- The first £350 of each and every amount payable in respect of each and every occurrence in respect of claims for Parquet, wooden or laminated flooring.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss or damage arising from rust corrosion or any other loss or damage that happens gradually.

6. Leakage of oil from a fixed heating system

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.

7. Theft or attempted theft

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Theft by deception, unless deception is used only to enter the home.
- Theft of personal money, unless someone has broken into or out of the home by using force and violence or has got into the home by deception.
- Loss of or damage caused by you or paying guests or tenants.
- We will not pay more than £2,500 for any one incident of theft from outbuildings (other than garages).

Theft

- a. If you live in a self-contained flat and the theft is from any part of the building that other people have access to; or
- b. If you live in a non-self contained flat.

Unless someone has broken into or out of the building by using force and violence or has got into the building by deception.

8. Falling radio and television aerials and dishes, and their fittings and masts

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage caused during the process of erection, dismantling, or maintenance of the aerials, dishes, fittings or masts.
- Loss or damage to the aerial, dish or their fittings or masts.

9. Subsidence or heave of the land that the home stands on, or landslip

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Damage if you know that any of the buildings have already been damaged by subsidence, heave or landslip, unless you have told us about this and we have accepted it.
- Damage resulting from coastal erosion.
- Damage caused by normal settlement or shrinkage, or by recently placed infill materials moving.

10. Falling trees or branches

If we accept a claim for damage to buildings by falling trees, we will also pay the reasonable costs for removing from the site:

- a. The fallen part of the tree;
- b. The whole tree if it has been totally or partly uprooted.

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Removing the part of the tree that is still below ground.
- Restoring the site.
- Loss or damage caused by felling, lopping or topping.

SUB-SECTION B

CONTENTS TEMPORARILY REMOVED FROM THE HOME

Loss or damage to contents by any cause listed under section A while temporarily removed from the home to:

- a. Any bank or safe deposit box, or any private home or building where you are living, employed or working in Gibraltar;
- b. Anywhere else in Gibraltar.

We will not pay for more than 20% of the sum insured for any one incident.

Exclusions:

- 1% of the total amount payable in respect of each and every storm and flood occurrence subject to a minimum of £200.
- The first £200 of each and every amount payable in respect of each and every escape of water occurrence.
- The first £50 of any amount payable in respect of each and every other occurrence.

Exclusions applying to a:

- We will not pay for more £2,500 for property in outbuildings.
- Theft of personal money, unless someone has broken into or out of a building by using force and violence.
- Loss or damage if contents have been removed for sale or exhibition, or placed in a furniture depository.

SUB-SECTION C

ACCIDENTAL DAMAGE TO AUDIO, VIDEO AND COMPUTER EQUIPMENT

Accidental damage to:

- a. Radios, televisions video players and recorders, home computers, recording and audio equipment in the home; or
 - b. Receiving aerials, dishes and CCTV (closed-circuit television) cameras fixed to the Home.
- up to a maximum limit of £1000 for any one item unless otherwise specified in the policy schedule.

Exclusions:

- The first £100 of any amount payable in respect of each and every occurrence.
- Electrical and mechanical breakdown.
- Damage to laptops, tablets, video cameras, PDA's, pagers, computer software, games, handheld computers and other portable equipment.
- Damage caused by incorrect polarity from a battery.
- Damage to recording tapes, discs or records.
- Loss in value.

Damage caused by:

- chewing, scratching, tearing or fouling by domestic animals.
- Wear and tear.
- The process of cleaning, washing, repairing or restoring any item.
- Failure to use in line with the manufacturer's instructions.
- Anything that happens gradually.

SUB-SECTION D

GLASS AND MIRRORS

Accidental damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the house or flat.

Exclusions:

- The first £75 of any amount payable in respect of each and every other occurrence.

SUB-SECTION E

CONTENTS IN THE OPEN

Loss of or damage to contents by any of the causes listed under sub-section A happening in the open on land belonging to the home.

We will not pay more than £1,000 for any one incident.

Exclusions:

- The first £50 of any amount payable in respect of each and every other occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss of or damage to pedal cycles.

SUB-SECTION F

REPLACEMENT LOCKS

If keys to the locks of:

- a. External doors of the home; or
- b. Alarm systems or domestic safes fitted in the home are accidentally lost or stolen, we will pay the cost of replacing the locks or lock mechanisms.

We will not pay more than £250 for any one incident.

SUB-SECTION G

FOOD IN FREEZERS

Loss of or damage to the food stored in any domestic freezer in the home caused by:

- a. A rise or fall in temperature; or
- b. Contamination by freezing agents.

We will not pay more than £1,000 for any one incident.

Exclusions:

The first £25 of any amount payable in respect of each and every other occurrence.

- Any deliberate act of the company (or its employees) supplying your power.
- Any deliberate act or neglect on your part or on the part of members of your household.
- Loss of or damage to food where the freezer unit and/or compressor is more than ten years old.

SUB-SECTION H

FUEL AND METERED WATER Accidental loss of:

- a. Domestic heating fuel; or
- b. Metered water up to £1,000.

SUB-SECTION I

LOSS OF RENT AND THE COST OF ALTERNATIVE ACCOMMODATION

If the house or flat is damaged by any cause listed under Section A and, as a result, it cannot be lived in, we will pay any ground rent you still have to pay, for up to two years.

We will also pay for:

- a. Rent you have lost; and
- b. Any reasonable extra accommodation expenses; until the house or flat is ready to be lived in.

We will not pay more than 15% of the buildings sum insured for any incident.

SUB-SECTION J

FATAL INJURY BENEFIT

We will pay £5,000 if you die as a direct result of injury caused in the home by fire, explosion, lightning or intruders. For us to pay a claim, your death must happen within the three months of the incident.

SUB-SECTION K

HOUSEHOLD REMOVALS

Loss of or damage to contents while being moved by professional furniture removers from the home to your new permanent home (including temporary storage in a furniture depositary for up to seven days in a row) within Gibraltar.

Exclusions:

- The first £50 of any amount payable in respect of each and every other occurrence.
- Personal money, coins, jewellery, furs, items of gold or platinum, precious stones, securities (bonds, and share certificates), stamps, deeds or documents of any kind.

SUB-SECTION L

WEDDING GIFTS

The sum insured under the contents section is automatically increased by £3,000 during the 30 days before and 30 days after your wedding day to cover wedding gifts.

SUB-SECTION M

TITLE DEEDS

We will pay the cost of preparing new title deeds to the home if they are lost or damaged by any cause listed under Sub-section A.

We will not pay more than £2,500 for any one incident.

SUB-SECTION N

EMERGENCY ACCESS

Damage to contents following necessary access to the home to deal with a medical emergency or to prevent damage to the home.

SUB-SECTION O

RELIGIOUS FESTIVALS

We will increase the sum insured under the contents section by £3,000 during any month in which you celebrate a religious festival to cover gifts and food bought for the occasion.

SUB-SECTION P

OCCUPIERS', PERSONAL AND EMPLOYERS LIABILITY

Your legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injury or illness; or
- Accidental loss of or damage to property.

Happening during the period of insurance in:

- Gibraltar; or
- The rest of the world for temporary visits.

And arising:

- As occupier (not as owner) of the home and its land.
- In a personal capacity (not as occupier or owner of any building or land).
- As an employer of a domestic employee.

We will not pay more than £1,000,000 for any one incident, unless a claim is made against you by any person you employ where the injury or illness happens as a result of or in the course of their employment by you, in which case we will not pay more than £10,000,000 for any one incident.

We will also pay your costs and expenses which we have already agreed in writing.

Exclusions:

Any liability in connection with:

- a. You (or anyone on your behalf) owning, possessing or using any motorised vehicle;
- b. Aircraft other than pedestrian control toys or models;
- c. Caravans;
- d. Boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian controlled toys or models;
- e. You living in or occupying land or, buildings or other fixed property;
- f. Deliberate or malicious acts;
- g. HIV and HIV-related illnesses, including AIDS;
- h. Dangerous dogs as defined in any applicable legislation;
- i. Any agreement, unless you would have been liable without the agreement;
- j. Any trade, business or profession;
- k. Loss of or damage to property which belongs to you or is in your care or control; and/or
- l. Bodily injury or illness to you.

SUB-SECTION Q

TENANT'S LIABILITY

We will provide cover up to 20% of the contents sum insured if you are legally responsible as a tenant for the following:

- a. Loss of or damage to the home and landlord's fixtures and fitting by any cause under sub-section A;
- b. Accidental breakage of:
 - Fixed glass (including glass in solar-panel units); or
 - Fixed baths, shower trays, show screens, bidets wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of the home;
- c. Accidental damage to cables or underground pipes which provide services to or from the buildings and septic tanks and drain inspection covers.

Exclusions:

- Loss of or damage excluded in sub-section A.
- Loss or damage that happens whilst the home has been left unfurnished.

SUM INSURED CONDITION

- At all times, the sum insured must be adequate to cover the full cost of replacing your contents as new' (apart from clothing and household linen, where we may make a deduction for wear and tear and loss in value).
- If at the time of a loss your sum insured is too low, we will not settle claims on an 'new for old' basis and will reduce any payment to reflect wear and tear.

SETTLING CONTENTS CLAIMS

We can choose to settle your claim by replacing, reinstating, repairing or by payment. If we are able to replace property, payment will be limited to the cost of replacement by our preferred supplier.

A deduction for wear and tear will apply for:

- Clothing and household linen; and
- Property that does not belong to you, unless you are legally responsible for the cost of replacement as new under the terms of agreement.

What we will pay:

- The most we will pay for loss or damage arising out of one incident is the Contents sum insured shown in the Schedule.

For Valuables:

- a. We will not consider any one item to be worth more than the valuables single article limit shown in the schedule, unless it is insured as separate item; and
- b. The total value of all valuables must not be more than one third of the total sum insured by this section, unless it is shown in the Schedule.

We will not reduce the sum (or sums) insured by the amount paid under any claim. Pairs, sets and suites.

We will not pay for the cost of replacing any undamaged items which form part of:

- a. A set (other than a pair);
- b. A suite;
- c. Any other item of a uniform nature, design or colour.

When damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

SECTION 3 - PERSONAL BELONGINGS (ALL RISKS)

This section only applies if it is shown in the Schedule.

Exclusion applying to the Personal Belongings section See also General Exclusions:

- Loss of or damage to baggage shipped as freight.
- Loss of or damage to valuables in baggage while in transit by air and outside the Insured's control.
- Loss of or damage caused by denting, chipping or scratching, wear and tear, loss of value, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light or other gradual causes.
- Loss of or damage caused by dyeing, cleaning, restoring, repairing or dismantling items, or electrical and mechanical breakdown.
- Damage to sports equipment while it is being used.
- Loss of or damage to musical instruments that have lost their tone, have broken strings, broken reed or broken drumsticks.
- Theft from any unattended vehicle unless the property was hidden from view:
 - a. In a fully enclosed boot; or
 - b. Under a factory-fitted cover/parcel shelf or in a glove compartment and all the windows, sun roof, doors and boot were securely closed.
- Loss or damage deliberately caused by you, your household, your domestic employees and paying guests or tenants.
- Damage caused by pets or domestic animals
- Confiscation or detention by customs or other officials.
- Consequential loss of any kind.
- Business or professional use.
- Losses not reported to the police.
- Any loss of value.

SUB-SECTION A

CLOTHING AND PERSONAL EFFECTS (UNSPECIFIED ITEMS) COVER

- Loss of or damage to your personal belongings (including clothing, jewellery, watches, furs, binoculars, musical, photographic and sports equipment) anywhere in the world.
- You do not have to tell us about changes to your personal belongings, unless the sum insured is no longer adequate or any individual item is worth more than the single article limit.
- The maximum we will pay is the Sum Insured shown on the Schedule.

SINGLE ARTICLE LIMIT

The maximum we will pay for any one item is 25% of the Sum Insured shown on the Schedule or £500 whichever is less.

Any items exceeding this amount will only be covered if specified under sub-section B.

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Any item with a value exceeding the Single Article Limit.
- Personal money or securities.
- Skis (including sticks and bindings) or water skis.
- Contact, corneal cap or micro lenses or hearing aids.
- Camping equipment, sub aqua equipment or riding tack.
- Furniture, furnishings, household goods and equipment, stores, business goods and equipment.
- Motor vehicles, caravans, trailers, watercraft, aircraft, cycles and accessories.
- Livestock and pets.

SUB-SECTION B

CLOTHING AND PERSONAL EFFECTS (SPECIFIED ITEMS) COVER

Loss of or damage to your specified personal belongings as shown on the Schedule anywhere in the world. The maximum we will pay is the sum insured for each item as shown on the Schedule.

Exclusions:

The first amount payable in respect of each and every occurrence as stated as below.

Value	Excess
Up to £100	£25
From £101 to £250	£50
From £251 to £500	£75
From £501 to £750	£100
From 751 to £1,000	£125
From £1,001 to £2,500	£150
From £2,501 to £5,000	£175
Over £5,000	5% of value

SUB-SECTION C

PERSONAL MONEY AND CREDIT AND DEBIT CARDS

- Personal Money and credit cards, debit, cheque guarantee and cash cards, all held for social, domestic or charitable purposes.
- Credit, debit, cheque guarantee and cash cards are insured only against any loss as a result of misuse by any authorised person or persons following the loss or theft of any card, arising before the card-issuing company has been told about the loss, as long as you keep to the terms of the card.

The maximum we will pay is the sum insured shown on the Schedule.

Exclusions:

- The first £25 of any amount payable in respect of each and every occurrence.
- Shortages due to error or omission.
- Losses not reported to the police.
- Losses of credit, debit or cash guarantee cards not reported to the issuing company within 24 hours of discovery.
- Losses where your actions have contributed to the fraudulent use of the credit, cash, debit or cheque guarantee card

SUB-SECTION D

LOSS OF OR DAMAGE TO YOUR PEDAL CYCLE AND ITS ACCESSORIES

The maximum we will pay is the sum insured shown on the Schedule.

Exclusions:

- The first £25 of any amount payable in respect of each and every occurrence.
- Any motor assisted pedal cycle.
- Any pedal cycles being used for competitive purposes, professional or business use.
- Any pedal cycle not kept in a locked building overnight or not locked to a secure fixture while left unattended.
- Theft of accessories from pedal cycles unless the pedal cycle is stolen at the same time.

SUB-SECTION E

LOSS OF OR DAMAGE TO SPORTS EQUIPMENT

The Personal Belongings section is extended to cover damage to sports racquets, sticks, bats and clubs while in play.

- a. The most we will pay for any one incident is £500;
- b. The most we will pay in each period of insurance is £1,500.

Exclusion:

- The first £50 of any amount payable in respect of each and every occurrence.

SUM INSURED CONDITION

At all times, the sum insured must be adequate to cover the full cost of replacing your personal belongings 'as new' (apart from clothing and household linen, where we may make a deduction for wear and tear and loss in value).

If at the time of a loss your sum insured is too low, we will not settle claims on an 'new for old' basis and will reduce any payment to reflect wear and tear.

SETTLING PERSONAL BELONGINGS CLAIMS

We can choose to settle your claim by replacing, reinstating, repairing or by payment. If we are able to replace property, payment will be limited to the cost of replacement by our preferred supplier.

A deduction for wear and tear will apply for:

- Clothing and
- Household linen

WHAT WE WILL PAY

The most we will pay for loss or damage arising out of one incident is the amount shown on the Schedule.

For Valuables:

- a. We will not consider any one item to be worth more than the valuables single article limit shown in the schedule, unless it is insured as separate item; and
- b. The total value of all valuables must not be more than one third of the total sum insured by this section, unless it is shown in the Schedule.

We will not reduce the sum (or sums) insured by the amount paid under any claim.

PAIRS, SETS AND SUITES

We will not pay for the cost of replacing any undamaged items which form part of:

- c. A set (other than a pair);
- d. A suite;
- e. Any other item of a uniform nature, design or colour;

When damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

SECTION 4 - PERSONAL ACCIDENT

This section applies only if it is shown on the Schedule.

Wherever the following words or phrases appear in this policy, they will have the following meanings.

ACCIDENTAL INJURY

Accidental injury (including exposure to the weather), but not including any sickness, disease or medical disorder.

LOSS OF SIGHT IN ANY EYE

Loss of sight in any eye means the total and irrecoverable loss of all sight beyond any remedy or treatment.

LOSS OF HAND OR FOOT

Loss of hand or foot means the total loss by physical severance or complete irrecoverable loss of use of the hand or foot.

TOTAL DISABLEMENT

If engaged in gainful occupation this means total disablement preventing you from engaging in or giving attention to your usual occupation.

If not engaged in gainful occupation this means the total disablement entirely preventing you from engaging in your normal daily pursuits.

PERMANENT TOTAL DISABLEMENT

Permanent total disablement means disablement permanently and entirely preventing you from following any occupation.

SUB-SECTION A

- If during the period of insurance, you suffer accidental injury which results in your death or disablement we will pay in accordance with the Table of Benefits and the number of units shown on the Schedule.
- If after, we have examined all the available evidence, we are satisfied that your disappearance is the result of an accident and you are presumed dead, we will pay the death benefit. If at any time after payment has been made you are found to be living, such payment will be refunded to us.

AGE LIMITS

Cover is provided for you up to the end of the period of insurance during which you reach the age of 75.

Exclusions - See also General Exclusions:

- Accidental injury caused by or resulting from:
 - a. You serving on active duty in the armed forces;
 - b. Suicide or intentional self-injury;

- c. Flying as a pilot or crew member of any aircraft;
 - d. Taking of alcohol or drugs by you (apart from drugs taken under medical supervision, but not for treating drug addiction);
 - e. Mountaineering, motorcycling, winter sports, horse racing or motor racing;
 - f. Woodworking machinery;
 - g. Any physical infirmity or condition that has not been declared to and accepted by us;
 - h. Any consequence of pregnancy, childbirth, miscarriage or abortion;
 - i. HIV, HIV related illness including AIDS.
- The first 7 days of each disablement period.

SETTLING CLAIMS

If you need to make a claim we will require notice of the injury to be submitted in writing together with medical certificates and other supporting evidence. This should be at your expense.

- You will as often as may be required undergo medical examinations at our expense.
- Any claims payments under the death benefit will be paid to your legal representative.
- We will not pay interest on any claim in the event of a time delay between your death and paying the benefit.
- In the event of partial loss of any member or members a proportionately lower percentage of compensation shall be payable.
- In the event of Permanent Disablement by physical loss or loss of use not specified the percentage of compensation shall be assessed in proportion to the degree of disability as compared with the cases specified without reference to the profession or occupation of the Insured.
- If the Insured is left-handed the percentages relating to the right arm or right hand shall apply to the left arm and left hand respectively and percentages relating to the left arm or left hand shall apply to the right arm and right hand respectively.
- When more than one permanent disablement arises from one accident the percentages are added together but cannot exceed 100% of the Maximum Benefit stated in the Table of Benefits.

Table of Benefits

(Compensation payable per unit)

1. Death	£1,000
2. Permanent Total Disablement	£1,000
3. Permanent Partial Disablement	£1,000
4. Full Permanent Disablement (see Description of Permanent Disablement and percentage of maximum benefit payable)	£1,000
5. Temporary Total Disablement (per week)	£10
6. Temporary Partial Disablement (per week)	£10
7. Medical Expenses incurred and authorised by a Medical Practitioner	15% of claim (per accident)

Description of permanent disablement

Percentage of compensation payable (%)

• Loss of both hands	100%
• Loss of both feet	100%
• Complete and irrecoverable loss of sight in both eyes	100%
• Loss of one hand and one foot	100%
• Loss of one hand or one foot together with the complete and irrecoverable loss of sight in one eye	100%
• Complete and incurable insanity	100%
• Complete and incurable paralysis	100%
• Loss of right arm or hand	60%
• Loss of left arm or hand	50%
• Loss of one leg or one foot	50%

Description of permanent disablement

Percentage of compensation payable (%)

• Complete and irrecoverable loss of sight in one eye	50%
• Loss of thumb of right hand	20%
• Loss of thumb of left hand	15%
• Loss of index finger of right hand	15%

• Loss of index finger of left hand	10%
• Loss of any other finger of right hand	6%
• Loss of any other finger of left hand	5%
• Loss of big toe	5%

Description of permanent disablement	Percentage of compensation payable (%)
• Loss of any other toe	3%
• Complete and irrecoverable loss of hearing in both ears	40%
• Complete and irrecoverable loss of hearing in one ear	10%

SUB-SECTION B

SPORTS CLUB MEMBERSHIP - LOSS OF USE

We will make a proportionate payment of the yearly club membership fees and subscriptions for each week you are disabled (up to £500 for any one accident) if, during the period of insurance, you suffer accidental injury resulting in total disablement which entirely prevents you from taking part in any sport you normally play or take part in at or for a club you are a fully paid-up member of.

AGE LIMITS

Cover is provided for you up to the end of the period of insurance during which you reach the age of 75.

Exclusions - See also General

Exclusions:

- Accidental injury caused by or resulting from:
 - a. You serving on active duty in the armed forces;
 - b. Suicide or intentional self-injury;
 - c. Flying as a pilot or crew member of any aircraft;
 - d. Taking of alcohol or drugs by you (apart from drugs taken under medical supervision, but not for treating drug addiction);
 - e. Mountaineering, motorcycling, winter sports, horse racing or motor racing;
 - f. Woodworking machinery;

- g. Any physical infirmity or condition that has not been declared to and accepted by us.
- h. Any consequence of pregnancy, childbirth, miscarriage or abortion.
- i. HIV, HIV related illness including AIDS.
- The first 7 days of each disablement period.

CONDITIONS THAT APPLY TO SUB-SECTION B ONLY - See also General Conditions

1. Paying benefit

We will pay the benefit when the total amount, at the end of any one period of disablement, has been agreed. We will need to see medical evidence, proof of membership and invoices for subscriptions or fees you pay, and any other information we may ask you for.

2. Period of payment

We will pay the benefit for up to 52 weeks for any period, or periods, of disablement resulting from any one accident up to a maximum of £500.

3. Releasing our liability

We will pay the benefit to you. When you have received this, our liability to you will end.

SETTLING CLAIMS

- If we ask for any medical certificates and other evidence we may need, you must send these to us. You will have to pay the costs of doing this.
- We will not pay interest on any claim if there is a time delay between your death and the payment of the benefit.
- We will only pay the accidental death benefit to your legal representative. When they receive the benefit, our liability will end.

SECTION 5- CARAVAN

This section applies only if it is shown on the Schedule.

SUB-SECTION A

LOSS OR DAMAGE TO YOUR CARAVAN

Loss of or damage to :

- a. The caravan as described in the schedule, and its fixtures, fittings furnishings and utensils while in the caravan;
or
- b. Caravanning and camping equipment including awnings.

Within the geographical limits described in the Schedule to this Section.

Exclusions:

- The first £100 of each and every loss.
- Theft or attempted theft of the caravan when unattended and not attached to the towing vehicle, unless secured by a wheelclamp or hitchlock.
- Theft of fixtures, fittings, furnishings and utensils from the caravan while unattended, unless the caravan is securely locked and force and violence are used to get into it.
- Loss of use.
- Damage to tyres by applying the brakes, or by punctures, cuts or bursts.
- Loss of or damage to motor caravans, personal belongings or luggage.
- Business or professional use or letting out on hire.
- Electrical or mechanical fault, failure, breakdown or breakage.
- Confiscation or detention by customs or other officials.
- Loss or damage caused by wear and tear, the process of cleaning, repairing or restoring any item, light atmospheric conditions, frost, moth, vermin or anything that happens gradually.
- Loss of value.
- Manufacturing defects.
- The cost of any repair or replacement which improves your caravan beyond the condition it was in before the loss or damage happened.

SUB-SECTION B

PUBLIC LIABILITY

Your legal liability to pay damages and claimants' costs and expenses for:

- a. Accidental bodily injury or illness; or
- b. Accidental loss of or damage to property.

Happening during the period of insurance within the geographical limits.

- We will treat any person who is in charge of the caravan with your permission as Insured, as long as that person is not entitled to indemnity under any other policy. They must keep to the terms, exclusions and limitations of this policy, to the extent that they can apply.
- We will not pay more than £1,000,000 for any one incident.
- We will also pay all your costs and expenses which we have already agreed to in writing.

Exclusions:

Liability in connection with the following:

- a. Owning possessing or using any motorised vehicle;
- b. Any agreement, unless you would have been liable without the agreement;
- c. Bodily injury or illness to any person you employ where the injury or illness happens as a result of or in the course of their employment by you;
- d. Loss of or damage to property which belongs to you or is in your care or control.

SETTLING CARAVAN CLAIMS

We can choose to settle your claim by replacing, reinstating, repairing or by payment.

When we settle a claim for loss or damage under Sub-section A, the basis of settlement will be:

- a. In the event of part loss or damage resulting from any one incident, the reasonable cost of repair or restoration that is not more than the sum insured shown in the schedule; or
- b. In the event of total loss, our liability will not be more than the sum insured shown in the schedule.

We will make a deduction for wear and tear and loss in value, other than for the caravan if a total loss happens within 24 months of buying it as new.

We will also pay:

- a. The reasonable cost of protecting the caravan and removing it to the nearest repairer if it cannot be moved because of loss or damage insured under section A;
- b. The reasonable cost of delivering it to your address as shown in the schedule, after the loss or damage has been repaired.

SECTION 6 - SMALL CRAFT

The section applies only if it is shown on the Schedule.

DEFINITIONS

CRAFT

Any dinghy, sailboard, surfboard, rowing boat, canoe or kayak as described in the Schedule.

SUB-SECTION A

THE CRAFT

Accidental loss of or damage to the Craft including any normal gear and equipment plus and trailer or trolley if specified on the Schedule.

Insurance against theft is restricted to theft of :

- a. The whole Craft;
- b. Gear or equipment following entry into the Craft or locked place of storage by using force and violence;
- c. Trailer or trolley.

Exclusions:

- One third of the cost of replacing or repairing masts, spars, and standing and running rigging while the craft is racing unless the loss of or damage is caused by the craft being stranded, sunk, on fire, burnt or hit by (or hitting) something or in contact with any external substance (including ice).
- Bruising, scratching and denting while the craft is being transported or in the course of loading or unloading in connection with transporting it.
- Loss or damage that happens whilst the craft is being transported by air.
- Damage to trailer tyres by applying the brakes, or by punctures, cuts or bursts.
- Loss of or damage to the craft caused by deliberately running ashore.
- The cost of repairing or replacing any faulty part because of a fault in design or construction.
- Loss of or damage to personal belongings, food and drink, fishing gear or moorings.
- Loss of use, wear and tear, loss in value, or anything that happens gradually.
- Loss or damage that happens while any canoe or kayak is being used in slalom events or in white water.

SUB-SECTION B

PUBLIC LIABILITY

- a. Your legal liability, because of your interest in the craft, to pay damages, costs and expenses for:
 - Accidental bodily injury or illness; or
 - Accidental loss of or damage to property.
- b. Your liability to pay the cost of raising the craft or removing the wreck of the craft under the regulations or any port, harbour or similar authority, as a direct result of any loss or damage covered by Sub-section A.
 - These must happen during the period of insurance.
 - The most we will pay for damages for any claim or claims arising from one incident is £1,000,000 for all claims resulting from one original cause.
 - We will also pay your costs and expenses which we have already agreed to in writing.

Exclusions:

Liability

- a. Of any person who operates or is employed by the operator of a shipyard, repair yard, slipway, yacht club, sales agency or similar organisation;
- b. Arising while the craft is being towed by or is attached to a motorised vehicle;
- c. For loss of or damage to property belonging to you or in your care or control;
- d. To any person involved in water-skiing, aquaplaning, ski-kiting, paragliding, parachute skiing or similar activities while being towed by the craft (or being prepared to be towed) or after being towed until safely on board the craft;
- e. For bodily injury to or illness contracted by you or by any employee when the bodily injury or illness arises out of or in the course of him or her being employed by you.

SUB-SECTION C

MEDICAL EXPENSES

We will pay up to £200 towards any doctor's or surgeon's fees for attending to you following accidental bodily injury as a direct result of the craft sinking or being hit by (or hitting) any external object (including ice) other than water.

CONDITIONS

1. At all times the Craft must:
 - a. Be seaworthy or otherwise fit for the purpose and use intended (You must be cautious when maintaining and using the Craft);
 - b. Be designed to produce a maximum speed of no more 50mph (43 knots);

- c. Be only used for private pleasure purposes and not let out for hire or reward;
 - d. And not be left, moored or anchored unattended off any exposed beach or shore.
2. Trailers if they are covered, must be secured with anti-theft device when left unattended.
 3. Inflatables, canoes, sailboards or surfboards must be removed from the water and stored ashore when not in use.

SETTLING CLAIMS

We can choose to settle your claim by replacing, reinstating, repairing or by payment. When we settle a claim for loss of or damage under Section A, the basis of settlement will be:

- a. In the event of part loss or damage resulting from any one incident, the reasonable cost of repair or restoration that is not more than the sum insured shown in the Schedule;
- b. In the event of total loss, or liability will not be more than the sum insured shown in the Schedule;
- c. All expenses you reasonably and properly incur in defending, safeguarding and recovering the craft, as long as these expenses are to reduce a covered loss as far as possible; or
- d. All amounts you become legally liable to pay for the salvage of the craft (which is the reasonable cost of saving the Craft from a loss that would be covered by this section).

We will not reduce the sum (sums) insured by the amount paid under any claim, unless the claim relates to the total loss of any item (or items) specified in the Schedule.

SECTION 7 - STUDENTS LIVING ABROAD

This section only applies if it is shown in the schedule.

Exclusion applying to the Students Living abroad section See also General Exclusions:

Loss of or damage to any property or appliance caused by or resulting from that property or appliance or any part of it (whether belonging to you or not) failing to recognise or respond to any date.

SUB-SECTION A

PERSONAL EFFECTS IN THE STUDENT'S HOME

Loss or damage to the personal effects situated at the Insured address specified in the Schedule by the following causes:

- 1. a. Fire, explosion, lightning or earthquake**
- b. Smoke**

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 1b:

- Loss or damage that happens gradually.

- 2. Storm and flood**

Exclusions:

- 1% of the total amount payable in respect of each and every occurrence subject to a minimum of £200.
- Loss or damage by frost.
- Loss or damage that happens gradually.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.

- 3. a. Riot, civil unrest, strikes and labour and political disturbances**
- b. Malicious acts**

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 3b:

- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss or damage caused by you or paying guests or tenants.

4. Collision by

- a. Aircraft or other flying objects, or anything falling from them**
- b. Vehicles, animals or falling rocks**

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.

Exclusions applying to 4b:

- Loss or damage caused by domestic pets or animals belonging to or in the custody or control of you or a member of your family or paying guests or tenants.

5. Escape of water from water tanks, pipes, equipment or fixed heating systems

Exclusions:

- The first £200 of each and every amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Loss or damage arising from rust corrosion or any other loss or damage that happens gradually.
- Expenses incurred in locating and repairing water tanks, apparatus and/or pipes following bursting or leaking.

6. Leakage of oil from a fixed heating system

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.

7. Theft or attempted theft following violent entry or exit

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage that happens after the home has been left unoccupied or unfurnished for more than 90 consecutive days.
- Theft by deception.

8. Falling radio and television aerials and dishes, and their fittings and masts

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss or damage caused during the process of erection, dismantling, or maintenance of the aerials, dishes, fittings or masts.
- Loss or damage to the aerial, dish or their fittings or masts.

9. Subsidence or heave of the land that the home stands on, or landslip

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Damage if you know that any of the buildings have already been damaged by subsidence, heave or landslip, unless you have told us about this and we have accepted it.
- Damage resulting from coastal erosion.
- Damage caused by normal settlement or shrinkage, or by recently placed infill materials moving.

10. Falling trees or branches

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Removing the part of the tree that is still below ground.
- Restoring the site.
- Loss or damage caused by felling, lopping or topping.

SUB-SECTION B

PERSONAL BAGGAGE

Loss or damage to personal baggage (including clothing and personal effects) during travel to and from the Local and Insured addresses specified in the Schedule.

The Maximum we will pay is £1,000.

SINGLE ARTICLE LIMIT

No single item shall exceed a value of £200.

VALUABLES LIMIT

The overall value of valuables shall not exceed £400 (Valuables comprise jewellery furs articles made of or containing precious metals or stones watches binoculars, telescopes or photographic and video equipment).

Exclusions:

- The first £50 of any amount payable in respect of each and every occurrence.
- Loss of or damage to baggage shipped as freight.
- Loss of or damage to valuables in baggage while in transit by air and outside the insured's control.
- Loss of or damage to baggage left unattended while away from the Student's accommodation
- Loss of or damage to portable computers, mobile phones, PDA's, video and photographic equipment, pagers and other portable equipment.

CONDITIONS

1. Any loss or damage to baggage while in the custody of carriers must be notified immediately in writing to such carriers but in any event within three days of discovery and a report obtained. Non-compliance could prejudice any possible claim under this section.
2. Where an insured item consists of articles in a pair or set this cover shall not pay more than the value of any particular part or parts which such article or articles may have as part of such pair or set not more than a proportionate part of the insured value of the pair or set.

SUB-SECTION C

PERSONAL LIABILITY

Your legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injury or illness; or
- Accidental loss of or damage to property happening during the period of insurance and arising in a personal capacity.

We will not pay more than £250,000 for any one incident.

We will also pay your costs and expenses which we have already agreed in writing.

Exclusions:

Any liability in connection with:

- You (or anyone on your behalf)) owning, possessing or using any motorised vehicle.
- Aircraft other than pedestrian control toys or models.

- Caravans.
- Boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian controlled toys or models.
- You living in or occupying land or, buildings or other fixed property.
- Deliberate or malicious acts.
- HIV and HIV-related illnesses, including AIDS.
- Dangerous dogs as defined in any applicable legislation.
- Any agreement, unless you would have been liable without the agreement.
- Any trade, business or profession.
- Loss of or damage to property which belongs to you or is in your care or control; and/or
- Bodily injury or illness to you.

GENERAL CONDITIONS

These conditions apply to all sections of the policy.

1. Your duty to prevent loss or damage

- a. You and any other person this insurance applies to must take all reasonable precautions prevent accidents, loss or damage;
- b. All property insured by this policy must be maintained in good condition.

2. Your policy includes:

- Your Schedule;
- The relevant sections of this booklet;
- Any extra policy section shown in Your Schedule; and
- Any clauses which apply to Your cover.

3. Claims

Your duties:

- As soon as You are aware of an incident or cause which is likely to lead to a claim under this policy, You must:
 - a. Tell the police immediately about any property which has been lost, stolen or maliciously damaged and get a crime reference number;
 - b. Contact Us as soon as reasonably possible and provide all the information and help We need;
 - c. Do all You reasonably can to get back any lost or stolen property and tell Us without unnecessary delay if any property is then returned to You;
 - d. Send Us all correspondence, legal documents or any other document unanswered; and e. Avoid discussing liability with anyone else without Our permission.
- Proof of value and ownership.
- To help You prove any loss, We recommend that You keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with Your claim.

Our rights:

- a. We may:
 - Take over the defence or settle any claim in Your name; or
 - Prosecute (in Your name for Our own benefit) any claim for indemnity or damages or otherwise.
- b. We have the right to do as We see fit in legal action and in settling Your claim.

Limit:

For any claim or series of claims involving legal liability covered by this policy, We may pay:

- a. Up to the limit shown in the policy (less any amounts already paid as compensation); or
- b. Any lower amount for which We can settle Your claim.

Once We have made the payment, We will have no further liability in connection with Your claim, apart from paying costs and expenses You incurred before the payment date.

4. Fraud

If Your claim is in any way dishonest or exaggerated We will not pay any benefit under this policy or return any premium to You. We may also tell the police.

5. Other insurance

If there is any other insurance covering the same claim, We will only pay Our share of the claim, even if the other insurer refuses the claim.

6. Cancelling this policy

- a. Following the expiry of Your statutory cooling-off period You continue to have the right to cancel Your policy at any time during its term.
 - If You do so, You will be entitled to a refund of the premium paid subject to a deduction for the time for which You have been covered provided no claims have been made during the period that You were insured.
 - This will be calculated on a pro-rata basis for the period for which You received cover.
- b. We (or any agent We appoint and who acts with Our specific authority) may cancel this policy by sending 14 days' notice to Your last known address. You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered.
 - If You do not pay the premium (or any part of the premium under the payment option You have chosen) by the due date, We may cancel this policy with effect from the end of the last period for which a payment has been made.

7. Our duty to keep to the conditions of this policy

To be covered by this insurance, You must keep to the terms and conditions of this policy.

8. Arbitration

If We have accepted Your claim but disagree with the amount We should pay, an arbitrator will decide the matter. You and We must agree on an arbitrator in line with the law at the time. You must wait for the arbitrator's decision before You can take any legal action against Us.

GENERAL EXCLUSIONS

This policy does not cover:

1. War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.

War, invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

2. Terrorism

Harm or damage to life or to property (or the treat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to:

- a. The use or threat of force and/or violence ; and/or
- b. Harm or damage to life or to property (or threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means.

Caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes.

This paragraph 2 on terrorism applies only in respect of the Buildings, Contents and Personal Belongings sections of this policy.

3. Any action taken in controlling preventing suppressing or in any way relating to 1 or 2 above.

4. Radioactivity

Loss, damage or liability which involves:

- a. Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b. The radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. A sudden and unexpected accident which can be identified; or
- b. Oil leaking from a domestic oil installation at home

7. Cyber

- a. This policy excludes all loss, damage, liability, claim cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
 - i any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System.

- ii any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.
- b. Any other Cyber Loss regardless of any other cause or event contributing concurrently shall not be recoverable and nor shall any amount pertaining to the value of such Data, be recoverable or be considered as physical loss or damage for the purposes of this exclusion.

Definitions

Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

8. Communicable Disease

- a. This policy excludes all actual or alleged loss of any kind, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease or any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of a Communicable Disease.
- b. For the purposes of this exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense, loss of value, loss of use, or any other amount, includes, but is not limited to, any cost to contain, suppress, clean-up, detoxify, disinfect, decontaminate, remove, repair, replace, recall, inspect, assess, monitor or test:
 - i for a Communicable Disease; or
 - ii any property insured hereunder that is affected or is feared to have been affected by such Communicable Disease.
- c. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - i the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and



- ii the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- iii the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage, and
- iv the disease, substance or agent can cause or threaten damage to, deterioration of, loss of value of, marketability of, denial of access to, or loss or use of property insured hereunder.
- v be it any epidemic or pandemic disease declared by the World Health Organisation or any other competent authority as a public health emergency of international concern.

This exclusion shall prevail and shall override anything contained in the Policy inconsistent herewith and will apply regardless of any otherwise covered cause, event or peril contributing concurrently or in any other sequence to the loss.



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