

Kingsborough

INSURANCE SERVICES



Home Contents Insurance

Effected through Kingsborough Insurance Services Ltd
Underwritten by certain underwriters at Lloyd's

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

When drawing up this insurance, **we** have relied on the information and statements which **you** have provided in the proposal form (or declaration) on the date shown in the **schedule**.

The insurance relates ONLY to those sections of the insurance which are shown in the schedule as being included.

The written authority number appearing on the insurance which carries the seal of Lloyd's Policy Signing Office allows **Kingsborough Insurance Services Ltd** to sign and issue this insurance on behalf of underwriters whose syndicate numbers are given in the authority

IMPORTANT

The Insured should carefully read this Insurance and make certain that all conditions and warranties are strictly complied with as non-compliance, whether inadvertent or otherwise, could invalidate the Insurance.

Signed for certain Underwriters at Lloyd's



Judi Runciman

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **Kingsborough Insurance Services Ltd**. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Department at Lloyd's. In all communications the policy number appearing on the **schedule** should be quoted. Their address is: -

Policyholder and Market Assistance Department
Lloyd's Market Services
One Lime Street
EC3M 7HA
Tel: 020 7327 5693
Email: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaint process. **Your** right to take legal action against **us** is not affected by referral to either the Policyholder and Market Assistance Department or the Financial Ombudsman Service.

YOUR TOTAL PEACE OF MIND

Underwriters at Lloyd's are members of the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. The amount of compensation will be equal to 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

CANCELLATION OF THIS INSURANCE

1. **We** can cancel this insurance by giving **you** 30 (thirty) days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by contacting **Kingsborough Insurance Services Ltd**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have a made claim.
3. If **you** decide that **you** do not wish to proceed then **you** can cancel this insurance by notifying **Kingsborough Insurance Services Ltd** within 14 days of either: -
 - the date **you** receive **your** policy document or
 - the start of the **period of insurance**whichever is the later. Providing **you** have not made any claims **we** will refund the premium.

THE LAW APPLICABLE TO THIS INSURANCE

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

DATA PROTECTION ACT 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

INTRODUCTION

This document, **schedule** and any **endorsement** applying to **your** insurance forms **your** Lloyd's Home Insurance document.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep all parts of it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **Kingsborough Insurance Services Ltd** immediately if this document is not correct or if **you** would like to ask any questions.

DEFINITIONS

Wherever the following words appear in this insurance they will have the meanings shown below.

YOU/YOUR/INSURED

The person or persons named in the **schedule** and all members of their family who permanently live in the **home**.

WE/US/OUR

The Underwriters at Lloyd's (either individual or corporate) who have a share in this insurance.

SCHEDULE

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

ENDORSEMENT

A change of the terms and conditions of this insurance.

PERIOD OF INSURANCE

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

STANDARD CONSTRUCTION

Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.

BUILDINGS

- the **home** and its decorations
- fixtures and fittings attached to the **home**
- permanently installed swimming pools, tennis courts, drives, patios, and terraces, walls, gates and fences and fixed fuel tanks

you own or for which **you** are legally responsible within the **premises** named in the **schedule**.

PREMISES

The address which is named in the **schedule**.

HOME

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises** shown in the **schedule**.

CONTENTS

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

Contents includes:

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- property in the open but within the **premises** up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**)
- **money** and **credit cards** up to £500 in total
- deeds and registered bonds and other personal documents up to £2,000 in total
- stamps or coins forming part of a collection up to £2,000 in total
- gold, silver, gold and silver plated articles and jewellery up to 33.3% in all of the sum insured under Section one or as specified in the **schedule** within the private dwelling
- **Personal possessions** of visitors or domestic employees with a limit of £500 in total

Contents does NOT include:

- motor vehicles (other than battery powered mobility scooters and pedestrian controlled garden machinery) caravans, trailers or watercraft or their accessories
- any living creatures
- any part of the **buildings**
- any property held or used for business purposes
- any property insured under any other insurance

BODILY INJURY

Bodily Injury includes death or disease

SANITARY WARE

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

VALUABLES

- jewellery
- gold, silver and gold and silver plated articles

PERSONAL POSSESSIONS

Clothing, baggage, guns, sports equipment and other similar items normally carried about the person and all of which belong to **you**. **Personal possessions** does NOT include **money** and **credit cards**.

MONEY

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings insurances, travellers' cheques
- premium bonds and gift tokens

all held for private or domestic purposes

CREDIT CARDS

- **credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards

UNITED KINGDOM

The 'United Kingdom' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and Channel Islands, and journeys between these countries.

OCCUPANT

You or a person authorised by **you** being resident in the **home** overnight

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

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

Your duties

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **Kingsborough Insurance Services Ltd** immediately if **you**
 - stop using the **home** as **your** permanent private residence, or
 - regularly leave the **home** unattended by day or by night other than for **your** normal job of work and holidays not exceeding 30 consecutive days in length.
 - leave the **home** without an **occupant** for more than 30 consecutive days in length

When we receive this notice we have the option to change the conditions of this insurance.

3. **You** must tell **Kingsborough Insurance Services Ltd** before **you** start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice we have the option to change the conditions of this insurance.
4. **Keys Clause**

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the **premises**.

If you fail to comply with any of the above duties this insurance may become invalid.

BASIS OF COVER AND CLAIMS SETTLEMENT CLAUSE

If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

In no event however shall Underwriters be liable for more than any of the sums insured specified in the **Schedule** attaching hereto.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

- 1) **We** will not pay for
 - a. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
 - b. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 2) War Exclusion
any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 3) Loss, damage or Liability arising out the activities of Contractors.
- 4) Existing Deliberate and Indirect Damage
We will not pay for loss or damage
 - occurring outside of the **period of insurance**
 - caused deliberately by **you** or any member of **your home**
 - that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.
- 5) Electronic Data Exclusion
We will not pay for
 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
 2. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from: -
 - i) computer viruses, erasure or corruption of electronic data
 - ii) the failure of any equipment to correctly recognise the data or change of date;

For the purpose of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.
- 6) Biological and Chemical Contamination Exclusion
We will not pay for
 1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
 2. any legal liability of whatsoever nature
 3. death or injury to any person directly or indirectly caused by or contributed to by Biological or Chemical contamination arising from
 - i) terrorism
 - iii) steps taken to prevent suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of terrorism.
- 7) Contracts (Rights of Third Parties) Act 1999 Clarification Clause
A person who is not a party to this insurance has not right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
8. **We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.



CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Your Duties

In the event of a claim or possible claim under this insurance

1. **you** must notify **Kingsborough Insurance Services Ltd** as soon as reasonably possible giving full details of what has happened together with **your** policy number shown on **your** schedule of insurance.
2. **you** must provide **Kingsborough Insurance Services Ltd** with written details of what has happened within 30 days and provide any other information **we** may reasonably require.
3. If a claim for liability is made against **you**, **you** must immediately forward to **Kingsborough Insurance Services Ltd** any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **you** must forward to **Kingsborough Insurance Services Ltd** within 3 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**. **You** must forward all information unanswered.
7. **you** must provide **Kingsborough Insurance Services Ltd** with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
8. **you** must take all reasonable care to limit any loss, damage or injury.
9. **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by **Kingsborough Insurance Services Ltd** to dispose of them.

*If **you** fail to comply with any of the above duties this may invalidate a claim.*

HOW WE DEAL WITH YOUR CLAIM

1. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance. **We** will however pay any amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (Section 1–H).

2. Fraudulent claims

You must not act in a fraudulent manner.

If **you** or anyone acting with **you**:

- makes a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by **your** wilful act or connivance then:
 - **we** shall not pay the claim
 - **we** shall not pay any other claim which has been or will be made under the policy
 - **we** may at **our** option declare the policy void
 - **we** shall be entitled to recover from **you** amount of any claim already paid under the policy since the last renewal date
 - **we** shall not return any premium
 - **we** may inform the police of the circumstances

3. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

There are also specific conditions relating to individual sections within this insurance document.



SECTION 1 – CONTENTS

WHAT IS COVERED

This insurance covers the **contents** for loss or damage directly caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. subsidence or heave of the site upon which the **buildings** stand or landslip

10. falling trees, telegraph poles or lamp-posts

WHAT IS NOT COVERED

We will not pay

- the first £50 of every claim
- the first £50 of every claim
- a) for property in the open
- b) the first £50 of every claim
- the first £50 of every claim
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) for loss or damage caused by faulty workmanship
- c) the first £50 of every claim
- a) for loss or damage whilst the **buildings** are lent, let or sublet unless the loss or damage is caused by a violent and forcible entry
- b) any amount over £1,500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages
- c) the first £50 of every claim
- the first £50 of every claim
- the first £50 of every claim
- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- b) for loss or damage arising from faulty design, specification, workmanship or materials
- c) for loss or damage which but for the existence of this insurance would be covered under another contract or a guarantee or by law
- d) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- e) for loss or damage by coastal erosion
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) the first £50 of every claim

SECTION 1 – CONTENTS continued

WHAT IS COVERED

WHAT IS NOT COVERED

This insurance covers the **contents** for loss or damage directly caused by

We will not pay

11. accidental damage to the **contents** within the **home**

- a) for damage or any proportion of damage which we specifically exclude elsewhere under Section 1
- b) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- c) for **money, credit cards**, documents or stamps
- d) for damage to contact, corneal or micro corneal lenses, hearing aids and laptop computers
- e) for damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
- f) for damage arising out of faulty design, specification, workmanship or materials
- g) for damage arising from mechanical or electrical faults or breakdown
- h) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- i) the first £50 of every claim

12. During the months of November, December and January the sum insured under Section 1 is increased by £5,000 to cover Religious Festivals

the first £50 of every claim

This section of the insurance also covers

We will not pay

- A) accidental damage to
 - televisions, satellite decoders
 - audio and video equipment
 - radios
 - home computers, video cassette recorders all situated within the **home**
- B) accidental breakage of
 - fixed glass and double glazing
 - sanitary ware forming part of the **buildings** which **you** are legally responsible for as a tenant and do not have other insurance for
 - mirrors
 - glass tops and fixed glass in furniture
 - ceramic hobs

- a) for loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
 - b) for loss or damage to tapes, records, cassettes, discs or computer software
 - c) for mechanical or electrical faults or breakdown
 - d) the first £50 of every claim
-
- a) for the cost of repairing, removing or replacing frames
 - b) the first £50 of every claim

SECTION 1 – CONTENTS continued

WHAT IS COVERED

This section of the insurance also covers

- C) the **contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by:
- i) any of the events insured under numbers 1-10 in Section 1 while the **contents** are:
- in any occupied private dwelling
 - in any **buildings** where **you** are living or working
 - in any building for auction, valuation, cleaning or repair
 - in any furniture storage facility; or
 - in any bank or safe deposit
- ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank, safe deposit or furniture store
- D) up to twelve months rent **you** have to pay as occupier if the **buildings** cannot be lived in following loss or damage which is covered under Section 1
- E) costs of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **buildings** cannot be lived in following loss or damage which is covered under Section 1
- F) **your** legal responsibility as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under Section 1

WHAT IS NOT COVERED

We will not pay

- a) for **contents** outside the **United Kingdom**
- b) for **money** or **credit cards**
- c) any amount over 20% of the sum insured under Section 1 for **contents** in a furniture storage facility
- d) the first £50 of every claim
- any amount over 10% of the sum insured under Section 1 for the **contents** of the **buildings** damaged or destroyed
- any amount over 25% of the sum insured under Section 1 for the **contents** of the **buildings** damaged or destroyed
- a) any amount over 15% of the sum insured under Section 1 for the **contents** of the **buildings** damaged or destroyed
- b) for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings
- c) for loss or damage arising from subsidence, heave or landslide
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- e) for loss or damage while the **buildings** are not furnished enough to be normally lived in
- f) the first £50 of every claim

SECTION 1 – CONTENTS continued

WHAT IS COVERED

This section of the insurance also covers

- G) the cost of repairing accidental damage to
- domestic oil pipes
 - underground water – supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables

which **you** are legally responsible for as tenant only

H) fatal injury to **you**, happening at the **premises** shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:

- £10,000 for each **insured** person over sixteen years of age,
 - £5,000 for each **insured** person under sixteen years of age
- at the time of death

I) costs **you** have to pay for replacing locks to outside doors, safes and alarms in the **home** following theft or loss of **your** keys

J) increased metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section 1

K) the cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes

L) accidental loss or damage to the **contents** in the course of removal by professional removal contractors between **your** existing residence and **your** new permanent residence within the **United Kingdom** including temporary storage of up to three days

WHAT IS NOT COVERED

We will not pay

- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the first £50 of every claim

- a) any amount over £500 in total
- b) the first £50 of every claim

more than £1,000 in any **period of insurance**

- a) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action
- c) any amount over £500 in any period of insurance
- d) the first £50 of every claim

- a) for **money, valuables** or personal effects
- b) property insured under Section 4
- c) china, glass, earthenware and other items of a brittle nature unless they have been packed for removal by professional packers
- d) the first £50 of every claim

SECTION 1 – CONTENTS continued

Conditions that apply to Section 1 – (contents) only

Settling claims

HOW WE DEAL WITH YOUR CLAIM

1. If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace or pay for any article covered under Section 1.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:

- the new article is as close as possible but not an improvement on the original article when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to

- clothes

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

2. **We** will not pay the cost of replacement or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

LIMIT OF INSURANCE

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



SECTION 2 – ACCIDENTS TO DOMESTIC STAFF

This section applies only if the **contents** are insured under Section 1.

WHAT IS COVERED

We will indemnify you

For amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

WHAT IS NOT COVERED

We will not indemnify you

for **bodily injury** arising directly or indirectly

- from any vehicle in Canada or the United States of America
- from any vehicle used for racing, pacemaking or speed testing
- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**

LIMIT OF INSURANCE

We will not pay more than **£5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.



SECTION 3 – LEGAL LIABILITY TO THE PUBLIC

Part A of this section applies in the following way:

- if the **contents** are insured, **your** legal liability as occupier only but not as owner is covered in Part A(i) and Part A(ii) below.

WHAT IS COVERED

We will indemnify you

A(i) as occupier for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property caused by an accident happening in or about the **premises** during the **period of insurance**,

OR

A(ii) as a private individual for any amounts **you** become legally liable to pay as damages for

- **bodily injury**
- damage to property caused by an accident happening anywhere in the world during the **period of insurance**

WHAT IS NOT COVERED

We will not indemnify you for any liability

- for **bodily injury** to
 - **you**
 - any other permanent member of the **home**
 - any person who at the time of sustaining such injury is engaged in **your** service
- for **bodily injury** arising directly or indirectly from any communicable disease or condition
- for damage to property owned by or in the charge or control of
 - **you**
 - any other permanent member of the **home**
 - any person engaged in **your** service
- in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**
- arising directly or indirectly out of any profession, occupation, business or employment
- which **you** have assumed under contract and which would not otherwise have attached
- arising out of **your** ownership, possession or use of:
 - any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **premises** and
 - pedestrian controlled gardening equipment used elsewhere
 - battery powered mobility scooters
 - any power-operated lift
 - any aircraft or watercraft other than manually operated rowing boats, punts or canoes
 - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991

Exclusions continued overleaf

SECTION 3 – LEGAL LIABILITY TO THE PUBLIC continued

Part A continued

WHAT IS COVERED

We will indemnify you

WHAT IS NOT COVERED

We will not indemnify you for any liability

- h) in respect of any kind of pollution and/or contamination other than caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific time during the **period of insurance** at the **premises** named in the **schedule** and reported to us during the **period of insurance**; in which case all pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- i) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
- j) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

Part B

We will pay you

sums which you have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which we shall become entitled to upon making payment

We will not indemnify you

for any amount in excess of £100,000 any one claim/award and in all during the **period of insurance**

LIMIT OF INSURANCE

We will not pay

- in respect of pollution and/or contamination: – more than **£2,000,000** in all during the **period of insurance**
- in respect of other liability covered under Section 3 more than **£2,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

SECTION 4 – VALUABLES AND PERSONAL POSSESSIONS AWAY FROM THE HOME

WHAT IS COVERED

This insurance covers

valuables and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage anywhere in the world

WHAT IS NOT COVERED

We will not pay

- a) for damage caused by moth, vermin, wear and tear or any gradually operating cause
- b) for damage from electrical or mechanical faults or breakdown
- c) any amount over £1,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule** or the specification(s) / specified item(s) list attached to the **schedule**
- d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage to guns caused by rusting or bursting of barrels
- f) for breakage of any sports equipment whilst in use
- g) for any loss or damage to contact, corneal or micro corneal lenses, hearing aids, laptop computers or battery powered mobility scooters unless stated otherwise in the **schedule** or the specification(s) /specified item(s) list attached to the **schedule**
- h) for theft or disappearance of jewellery from **your** baggage unless carried by hand and under **your** personal supervision
- i) the first £50 of every claim
- j) any amount over £1,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such a room
- k) for theft or damage whilst the **buildings** are lent, let or sublet unless the theft or damage is caused by violent and forcible entry

Conditions that apply to Section 4 – (**valuables and personal possessions**) only

HOW WE DEAL WITH YOUR CLAIM

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any **insured** item consists of articles forming a pair or set:
 - **we** will not take into account any special value such pair or set may have
 - **we** will not pay for the cost of replacing any undamaged item forming part of such pair or set
 - **we** will not pay more than a proportion of the insured value of such pair or set.

LIMIT OF INSURANCE

We will not pay more than the sum(s) insured shown in the **schedule**.



SECTION 5 – MONEY AND CREDIT CARDS

WHAT IS COVERED

This insurance covers

theft or accidental loss of **money**

- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**

anywhere in the world, provided that

- within 24 hours of **you** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company, and
- **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**

WHAT IS NOT COVERED

We will not pay

- a) to make up any shortages due to error or omission
- b) for loss of value
- c) the first £50 of every claim
- d) any amount over £300 in respect of each and every loss and all during the **period of insurance**





Kingsborough

INSURANCE SERVICES

Notes



Kingsborough

INSURANCE SERVICES

Registered Office:

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