



UK Holiday Home Insurance Policy Document

My Holiday Home Insurance
Royal House
Queenswood
Newport Pagnell Road West Northampton NN4 7JJ
Underwritten by Canopus Managing Agents Ltd at Lloyd's

Introduction to
Holiday Home Insurance Policy Document
Attaching to Binding Authority Number B6839P18099

Thank **you** for choosing **My Holiday Home Insurance** for **your holiday home** insurance. This is **your** insurance **policy**, setting out **your** insurance protection in detail.

Your premium has been based upon the information shown in the **policy schedule** and recorded in **your statement of fact**.

This insurance offers a comprehensive cover, as well as extended options, please refer to **your** insurance **schedule** and **statement of fact** for **your** cover level. If **you** have any questions, please contact **us** on 01604 946 787 or email info@myholidayhomeinsurance.co.uk

This **property** insurance has been arranged by **My Holiday Home Insurance** and is underwritten by Canopius Managing Agents Ltd at Lloyd's of London.

My Holiday Home Insurance is a trading name of Assist Insurance Services Ltd. Assist Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. This **policy** is underwritten by Canopius Managing Agents Ltd who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the Financial Conduct Authority's register by visiting their website at www.fca.org.uk/register or by contacting them on 0800 111 6798 (freephone) or 0300 500 8082 from the UK, or +44 0207 066 1000 from abroad.

We adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at www.fscs.org.uk. **Your** personal details and information provided are also covered by the Data Protection Act.

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Your Policy

Welcome to **your** insurance **policy** and thank **you** for choosing **My Holiday Home Insurance**.

The information **you** have supplied forms part of the contract of insurance with **us**, **your policy** is evidence of that contract, **you** should read it carefully and keep it in a safe place.

In return for having accepted **your premium**, **we** will, in the event of injury, loss or damage happening within the **period of insurance**, provide insurance as described in the following pages and referred to in **your schedule**.

If after reading these documents **you** have any questions, please contact **us** on 01604 946 787.

The Law applicable to this policy

Your policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

Information you have given us

In deciding to accept this contract of insurance and in setting the terms and **premium**, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete to the best of **your** knowledge.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this contract of insurance as if it never existed and decline all **claims**.

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and **premium we** may:

- Treat this contract of insurance as if it had never existed and refuse to pay all **claims** and return the **premium** paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a **claim** has been adversely impacted by **your** carelessness;
- Charge **you** more for **your** contract of insurance or reduce the amount **we** pay on a **claim** taking into account the **premium you** have paid and the **premium we** would have charged **you**; or
- Cancel **your** contract of insurance in accordance with the Cancellation condition found under the General Conditions section. See pages 14 -19.

Your Policy continued

We will write to **you** if **we**:

- Intend to treat this contract of insurance as if it never existed; or
- Need to amend the terms of **your** contract of insurance; or
- Require **you** to pay more for **your** insurance.

Data Protection Notice

We will collect data, including personal information and risk details, solely to enable **us** to obtain and provide insurance quotations, arrange and administer **your** insurance. Data collected by **us** is contractual, and for **our** legitimate business interests as an insurance broker and **we** will be unable to offer any quotation or insurance if **you** refuse to provide certain personal data, including health, financial and criminal records data which is collected under the lawful basis of public interest, where these would affect the provision of cover and/or performance of insurance contracts.

Your information will be held securely by **us** and shared with insurers, and anyone else involved in the normal course of arranging and administering **your** insurance which could include reputable providers outside the EU, to enable them to provide accurate terms and they will also obtain data about **you** and **your** insurance history from various insurance anti-fraud databases, such as the Claims and Underwriting Exchange (CUE) as well as publicly available websites and credit referencing agencies.

We will not give anyone else any personal information except on **your** instructions or authority, or where **we** are required to do so by law, or by virtue of **our** regulatory requirements. Information about **you** and **your** insurances will be held while **you** are a client and for seven years after expiry of **your** policies. Under the Data Protection Act data subjects have the right to see, and correct, personal information about them that **we** hold. Please write to **our** data protection manager at **our** usual office address if **you** wish to exercise **your** rights or have a complaint about **our** use of **your** data.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Important Telephone Numbers

Important Telephone Numbers

Claim Notification Line In the event of a claim please contact Davies Group Limited on this number. Davies Group Ltd is authorised by us to handle claims on our behalf	0344 856 2187	If you need to make a claim , we will tell you the process to follow. You should also read the Claims Conditions. Please read the conditions and process before ringing the claims line. See pages 24-26.
Customer Services	01604 946 787	If you need to speak to anyone regarding your policy and the cover provided.

In order to maintain quality service, telephone calls may be recorded for training and monitoring purposes.

Key Parts of this policy documentation:

All of **your policy** documentation is important and this document should be read in full, but to help you quickly identify those parts of the wording which require **you** to take action or restrict **your** cover **we** have created the below reference table:

Key Part	Description	Page Number
Vacant Condition	What cover is in place if your home is vacant	17
Unoccupied Condition	What you need to do when your home is unoccupied	17
Winter Unoccupied Condition	What you need to do when your home is unoccupied in the winter	18
Let Condition	What you must do if your home is let	19
Business Use Exclusion	Exclusion of business use	21
Gradually Operating Causes	Exclusions of gradually operating causes	22

How To Make a Claim

<u>Which Part Of This Policy Does The Claim Relate To?</u>	<u>How, and to whom, to report claims</u>		
Part 1 Buildings Part 2 Holiday Home Contents	<p><u>Reporting a claim</u></p> <p>Contact Davies Group Limited on 0344 856 2187. Davies Group Ltd is authorised by us to handle claims on our behalf.</p>		
Part 3 Property Owners Liability Part 4 Legal Liability to Domestic Staff Part 5 Sports Equipment & Pedal Cycles	<table border="0"> <tr> <td>Davies Group Ltd PO Box 2801 Stoke-on-Trent ST4 9DN</td> <td>Tel: 0344 856 2187 Fax: 0344 856 2005 assist@davies-group.com</td> </tr> </table>	Davies Group Ltd PO Box 2801 Stoke-on-Trent ST4 9DN	Tel: 0344 856 2187 Fax: 0344 856 2005 assist@davies-group.com
Davies Group Ltd PO Box 2801 Stoke-on-Trent ST4 9DN	Tel: 0344 856 2187 Fax: 0344 856 2005 assist@davies-group.com		
	<p><u>Important Conditions (including Claims Conditions and General Conditions)</u></p> <p>You must ensure that you have read the Conditions sections of this document including Claims Conditions (pages 24 - 26) and General Conditions (pages 14 -19) and comply with all such conditions..</p>		

Speeding up your Claim

We recognise that an event leading to **a claim** can be distressing and **we** want to do all **we** can to help minimise the inconvenience and time to put things right. In many cases, Davies Group can offer the option to support **your claim** using the latest in video technology, supported using a mobile phone or tablet app that will allow **you** to share with them via live video, details of **your claim**. This might sound a bit complicated, but do not worry, **our claims** team will help **you** step by step in completing this activity and will assist in ensuring timely progress of **your claim**.

Several Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Canopus Managing Agents Ltd. are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

Our Firm Reference Number(s) and other details can be found on the Financial Services Register at www.fca.org.uk

Important Advice - Helpful Tips to Prevent Damage

Our Holiday Home Insurance Policy has been designed for owners of **holiday homes** to protect **you** against the risk of things happening suddenly which **you** could have not have expected such as fire, theft, **accidental damage**, flood and storm. It is not designed to protect **you** against losses that arise due to poor maintenance, manufacturing defects, or a gradual deterioration of **your holiday home**.

It is important that **you** read this **policy** in full, along with the **policy schedule** as **we** want **you** to ensure that **you** are fully aware of the extent of **your** cover, as well as the terms and conditions which are applied to **your** cover. **We** also suggest that **you** keep these documents in a safe place.

Important Note on the Below:

The information shown below as well as on pages 8 and 9 does not form part of **your policy** but provides **you** important advice **you** should be aware of to prevent **claims** and only contains examples of what appears within **your policy** wording.

Escape of Water

The cover **you** are provided for escape of water is designed to provide cover for damage to **your** property caused by water leaks. One of the largest risks of water occurs when **you** are away during the winter months when water pipes can freeze and burst, causing significant damage to **your home**.

It is important that **you** ensure **you** have taken steps to avoid this by keeping **your** central heating on low to ensure that **your** pipes do not freeze. If **you** decide to turn **your** central heating off whilst **you** are away, then **you** should drain all the water from **your** central heating system and all the water pipes to sinks, baths, and showers etc and switch the water off at the mains also. (Please see page 17-18 for more details about leaving **your holiday home unoccupied**)

Claims can occur due to water penetrating the seals around **your** bath, showers, sinks and worksurfaces. **You** should regularly check these seals and repair accordingly with an appropriate silicone seal to ensure water does not escape into walls and floors. At the same time **you** should also check for cracks in any grouting around tiles, and repair accordingly.

Many **claims** can also be as a result of connections to washing machines, sinks, dishwashers, radiators and boilers becoming loose or dislodged. It is recommended that **you** take some time to periodically check in cupboards and under radiators to see if the pipes or radiators are weeping, as this may well be the start of more water escaping shortly, and **you** should rectify accordingly before further damage is caused.

Pipes that carry water often burst because they get worn out or corrode. If this happens, **we** will be able to pay for the damage that has been caused by the water escaping but will not pay for the repair to the pipe itself. Don't wait for the pipe to cause damage to **your home** and its **contents**, get the pipe repaired before **you** need to make a **claim**.

Draining Down your Water System for Winter Unoccupancy

If **you** plan to leave **your holiday home** empty for an extended period during winter, and it is not possible to leave the heating on during this time, then **you** are required to drain down the entire system as a precaution to prevent freezing and any potential damage that may occur. If **your holiday home** has a sealed heating system containing antifreeze then this does not need to be drained down but antifreeze levels must be checked prior to the property being left unoccupied. The hot and cold-water system of a combi boiler should be drained as follows:

- Turn off and/or extinguish **your** water heater/boiler.
- Turn off the mains water supply at the entrance to **your property both internally and externally.**
- Run all the taps in the property and flush all toilets until water stops coming out.
- If **you** have a hot water cylinder, empty it by opening the drain-cock at its base, attach a hosepipe to the drain-cock and run the water into a drain or bucket.
- Empty the rising main, and any low pipework if applicable, by opening their drain-cocks.
- Put salt into the toilet pans to prevent water in the trap from freezing.

In the winter (1st of November to 31st of March), when your home is left without an occupant for more than 48 hours, you must isolate the mains water supply to the holiday home and outbuildings by firstly turning off the mains water supply at the first available external point of entry to the holiday home and secondly turning off the water supply at the internal stopcock.

(Please see pages 17-18 for the 'Leaving Your Holiday Home Unoccupied Condition' this contains the full details of what you need to do when leaving your property unoccupied).

Fire

Most house fires start within the kitchen area and many are caused by faulty electrical appliances or even unattended cooking pans and equipment - particularly frying and chip pans. In addition, candles, cigarettes, electric blankets and overloaded plug sockets, bare and uninsulated wires or old electrical appliances cause a significant fire risk.

We suggest that **you** bear these risks in mind and take all the necessary precautions to ensure the safety of everyone within **your holiday home**. It is recommended that **you** have a fully working smoke detector installed within **your holiday home**, and perhaps **you** should also consider a fire blanket /extinguisher within the kitchen.

Flood

If water has entered or is at risk of entering **your holiday home** due to flood, it is recommended that **you** should secure **your holiday home**, and move **your valuables** and essentials to an elevated place such as on work surfaces and on tables to minimise damage. **We** also suggest that **you** turn off all the utilities like power, water and gas supplies at their main source and disconnect any electrical appliances and place the plugs on-top of the appliances rather than on the floor.

Impact of a Motor Vehicle

If **your holiday home** or fence is damaged as a result of impact of a vehicle, make sure that **you** obtain their name, address and telephone number as well as the registration number of the vehicle that causes the damage. If **you** can obtain their insurance details at the time this would also be very useful. This information will be required by **us**, to help recover any payments made under **your policy** from the person who was responsible. Also, if anyone witnessed the impact, obtain their details too.

Maintenance of External Windows and Doors

You should regularly check the seals between the window and door frames and the walls to ensure the exterior mastic/silicone joints are not cracked or perished, and replace should this be evident.

Maintenance of Roof and Guttering Checks

You should regularly check the condition of **your holiday home** roof. If tiled, ensure the tiles have not moved, been displaced or are damaged. In addition, **you** should also ensure that **your** gutters do not become blocked by moss, leaves etc. Some areas like flat roofs are difficult to inspect. If **you** cannot check them yourself, **we** recommend **you** employ a relevant expert to do this for **you**.

Subsidence

Subsidence damage is caused as a result of ground movement affecting **your** property.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that **you** tell **us** as soon as possible if **you** think **your holiday home** may be affected.

Theft

Your holiday home and the property within it is more likely to be burgled if accessible entrances are not locked and secured.

Garages and outbuildings are also attractive to the opportunistic criminal as they are easier to break in to, and often contain valuable tools and **garden furniture**. Ensuring that these are locked and not leaving doors open and unattended is another important step in minimising the risk of theft.

Making sure your cover stays in place

We asked **you** a number of questions when **you** purchased **your policy** and it is important **you** tell **us** if any of these things change. In other words, **your** cover remaining intact may be conditional on **you** providing **us** the right information at the start of **your policy** and then letting **us** know if **your** circumstances change.

Your policy has a number of conditions. They can be found on Pages 14 - 19, 36, 44 and 50 which **you** must ensure **you** have read and comply with.

Definitions

Wherever the following words appear in bold (apart from when bold and underlined) in this contract of insurance they will have the meanings shown in the definitions below.

Accidental Damage

Sudden, unintentional and unexpected visible damage.

Buildings

The structure of **your holiday home**, and its permanent fixtures and fittings including:

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- Swimming pools and fixed irrigation systems;
- permanently installed hot tubs;
- permanently connected:
 - a) drains, pipes and cables;
 - b) service tanks;
 - c) wind turbines, solar panels, air-conditioning units and ground source heating pumps all sited within the boundaries of the **land** belonging to **your holiday home**.

The most **we** will pay for any of the items under a, b or c above is £10,000 unless the item is specified on **your schedule**.

Claim

A single loss or series of losses arising from one incident.

Contents

Contents includes:

- radio and television aerials;
- satellite dishes, their fittings and masts which are attached to the **holiday home**;
- electrical items such as Televisions, Audio devices and video players up to £5,000;
- **garden furniture** up to £3,000;
- **contents** within a locked outbuilding or locked garage up to £3,000 or 3% of the **contents sum insured**, whichever is the greater;
- **contents** in the open up to £3,000;
- **fine art** up to 20% of the **sum insured** for **contents**. There is a single article limit of £2,500 unless the item is specified on **your policy schedule**;
- discs, tapes, videos, DVD's, electronic games up to £250.

Definitions

Contents does not include:

- motor vehicles (other than domestic garden machinery or wheelchairs), caravans, trailers, watercraft or their accessories;
- any living creature;
- any part of the **buildings**;
- mobile telephones;
- **valuables**;
- **money**;
- personal effects;
- any item used for trade or profession;
- any item not usually kept within **your holiday home** or the land belonging to **your holiday home**;
- any item insured under any other insurance **policy**.

Emergency

A sudden, unexpected event involving **your holiday home** which requires immediate remedial action to make **your holiday home** safe or secure and avoid initial or further damage.

Endorsement

A change in the terms and conditions of this document of **holiday home** insurance that is displayed on the **schedule**.

Excess

The amount **you** must pay towards each and every incident of loss or damage.

Family

Your husband, wife or partner or civil partner and children (including foster children).

Fine Art

- Gold, silver and gold or silverplated articles;
- Pictures, works of art and sculptures;
- Collections of stamps, coins and medals.

Garden Furniture

Patio tables, chairs, heaters, parasols and barbeques.

Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Definitions continued

Holiday Home

The private holiday home built of **standard construction** as well as garages and domestic outbuildings included within the **Buildings Sum Insured** stated in **your policy schedule** at:

- The address stated on **your policy schedule**;
- Any other address detailed by **endorsement**;

but excluding:

- Any garage or outbuildings used in any way for business (other than clerical work by **you**) or farming purposes;
- **Polytunnels and similar structures.**

Land

The land belonging to the **holiday home**.

Landslip

Downward movement of sloping ground.

Money

Physical and within your possessions; current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, saving stamps and saving certificates, luncheon vouchers, travellers cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes. Money does not include:

- any crypto currency or virtual asset;
- any money held in a bank account or an online savings account

My Holiday Home Insurance

My Holiday Home Insurance as the administrator of this **policy**.

Pair or Set

Articles which complement one another or are used together.

Period of Insurance

The period of insurance stated on **your policy schedule**.

Policy

The policy booklet, **your policy schedule** and any applicable **endorsements** and amendment notices that may apply.

Policyholder

The person(s) named as policyholder on **your policy schedule**.

Premium

The amount paid by **you** and shown in the **schedule** as the premium.

Definitions continued

Sanitary ware

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools or hot tubs.

Schedule

Your schedule is part of this contract of insurance and contains details of **you**, the **holiday home**, the sums insured, the **period of insurance** and the sections of the contract of insurance which apply.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Statement of Fact

A summary of facts upon which a contract is formed.

Standard Construction

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

Subsidence

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

Sum Insured

The sum insured shown in **your policy schedule**.

Underwriters

Canopius Managing Agents Ltd, including any representative appointed by **us** to act on **our** behalf in respect of underwriting, administration and/or **claims** handling duties.

Unoccupied

When **your** home has not been slept in for a period in excess of 48 consecutive hours.

Us, We or Our

My Holiday Home Insurance as administrators of **your policy** on behalf of Canopius Managing Agents Ltd at Lloyd's of London.

Vacant

When **your** home is not furnished for immediate holiday use.

Valuables

- Jewellery and watches;
- Furs.

You or Your

- The **policyholder(s)**

General Conditions

You must comply with the following conditions to have the full protection of **your policy**. If **you** do not comply with them, **we** may at **our** option cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** payment.

1. Keeping your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full cost of replacing **your buildings** and **contents** as set out below.

The value of your buildings

The **sum insured** for **buildings** in **your schedule** must represent:

The cost to completely rebuild **your** home if it was destroyed or beyond repair. This should include the price of labour and materials, (this is usually provided in a Homebuyers survey, but care should be taken that this figure is increased to reflect inflation).

At each renewal **we** will index link the **buildings sum insured** shown on **your schedule** using the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index. It is important you carefully check that the sums insured listed do represent your holiday home insurance needs and contact us if you require these adjusting.

The Value of your Contents

The **sum insured** for **contents** in **your schedule** must represent:

The current cost as new to replace all **contents** within the **holiday home** in the event of a total loss (other than for clothes and household linen);

For clothes and household linen the current cost as new, less an appropriate allowance for wear and tear.

At each renewal **we** will index link the **contents sum insured** shown on **your schedule** using the Consumer Durables Index or another appropriate index.

You must notify **us** as soon as possible when the value of **your buildings** or **contents** exceeds the amount shown in **your policy schedule**. If the amount shown on **your policy schedule** represents less than 100 % of the full value of **your buildings** or **contents**, **we** will only be able to settle **claims** at the percentage **you** are insured for.

For example, if the value of **your buildings** or **contents** shown on **your schedule** only represents 80 % of the full value then **we** will not pay more than 80 % of **your claim**.

If the full value of **your buildings** or **contents** exceeds the amount shown in **your schedule** the cover under this **policy** will no longer meet **your** needs. **You** must tell **us** if this is the case as **we** may no longer be able to offer **you** cover.

2. Changes in your Circumstances

You must tell **us** as soon as possible after **you** become aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**. When **we** are notified of a change, **we** will tell **you** if this affects **your policy**. For example, **we** may cancel **your policy** in accordance with the cancellation clause, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any **claim you** make or could result in **your** insurance being invalid.

You must tell us if:

- **You** are going to move **your holiday home** permanently;
- **Your holiday home** is going to be **vacant** for over 60 days;
- **Your holiday home** is going to be let out to paying guests and **you** have not previously advised us as such;
- **Your holiday home** is going to be used for business use;
- Work is to be done on **your holiday home** which is not routine maintenance, repair or decoration, for example any structural alteration or extension to **your holiday home** or any work exceeding a value of GBP 10,000;
- **You** or any member of **your family** has received a conviction for any offence other than driving.

3. Cancellation – If we wish to Cancel

We can cancel this contract of insurance by giving **you** fourteen (14) days' notice in writing. Any return **premium** due to **you** will depend on how long this contract of insurance has been in force.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as but not limited to:

- Non-payment of **premium**;
- Non-cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- The use of threatening or abusive behaviour or language to staff;
- Where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing insurance;
- Failure to take reasonable care of the property insured.

Any **premium** due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of **premium** will be given if a **claim** has occurred during the **period of insurance**.

General Conditions continued

4. Cancellation – If you wish to Cancel

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

Whichever is the later.

After the cooling off period if this insurance is cancelled then, provided **you** have not made a **claim**, **you** will be entitled to a refund of any **premium** paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual **premium**.

If **you** cancel this insurance outside the cooling off period, there will be an additional charge, of 15% of the total **premium**.

If **we** pay any **claim**, in whole or in part, then no refund of **premium** will be allowed and the full annual **premium** will be payable.

5. Premiums Paid and up to Date

If the **premium** is paid under a monthly instalment plan and a **claim** has been settled during the current **period of insurance**, **you** must continue with the instalment payments.

6. Payment by Credit Agreement Condition

If **you** pay **your premium** by instalments under a credit agreement made available by **My Holiday Home Insurance**, **you** must pay each instalment when it is due. If **you** miss an instalment and do not pay it within the time frame permitted by the credit provider, **you** will have to pay all **money you** owe along with any charges. Please refer to the applicable agreement **you** have with the credit provider for full terms and conditions including charges and payment schedule.

If **My Holiday Home Insurance** does not receive this payment by the date they have stated, **we** will cancel this insurance in accordance with the Cancellation section of this **policy**. If **you** or others have not made a **claim** under this insurance, **we** will refund the proportionate part of **your premium**.

7. Dual Insurance

If any injury, loss, damage or liability is covered by any other insurance then **we** will not pay more than **our** share.

8. Fraud

If **you** or a **family** member has intentionally misrepresented information provided to **us** or acted fraudulently in **your** dealings with **us** the entire **policy** will be void.

General Conditions continued

9. Taking Care of your Property

You and **your family** must take all reasonable precautions to avoid injury, loss or damage and that all practicable steps are taken to safeguard the property insured from loss or damage.

You must maintain the property insured in a good state of repair.

10. Vacant Condition

While the home is **vacant**, loss, damage or liability arising from Malicious Damage, Theft or Escape of Water is excluded from this contract of insurance.

*Vacant means when **your** home is not furnished for immediate holiday use.*

11. Unoccupied Condition

When the home is **unoccupied**, or going to be **unoccupied** for more than 60 days **you** must do the following:

- Inspect the home internally and externally every 30 days. This must be done by **you** or a appointed representative of **you**. A written record of all visits should be maintained and any defects in the property noted should be rectified immediately. Failure to do this could result in a **claim** being declined.
- Ensure that the mains water supply is turned off by means of a stopcock at the first available point of entry of the water supply to the home. Failure to do this will mean the maximum **we** will pay for an escape of water **claim** is £5,000.

In addition, while the home is **unoccupied** for over 60 days, theft of any unfixed item with a value over £2,500 is excluded.

Please note that the Winter **Unoccupied** Condition listed on page 18 applies in addition to this condition.

***Unoccupied** means when **your** home has not been slept in overnight for a period in excess of 48 consecutive hours.*

12. Winter Unoccupied Condition

Between 1st November and 31st March both days inclusive, if the **holiday home** is left **unoccupied** for more than 48 hours **you** must:

1. Isolate the water supply to the **holiday home** and outbuildings.
 - The mains water supply must be turned off at the first available external point of entry to the **holiday home**.
 - The mains water supply must also be turned off at the internal stopcock.
2. Clear all waste exits from the **holiday home** and outbuildings.
 - Remove all plugs, obstructions and debris which may cause blockages to any plug hole or waste outlet.

As well as the above, **you** must take one of the following actions:

A. Drain down the property and heating system.

All installed hot and cold-water tanks must be emptied by leaving all hot and cold taps and showers fully open. In addition, all toilets must be flushed until water stops coming out.

- i. If your **holiday home** has a sealed heating system containing antifreeze, then the **heating system** does not need to be drained down, but antifreeze levels must be checked prior to the property being left **unoccupied**.

B. Leave the heating on

The entire **holiday home** must have a heating system that is mains gas or a geothermal or full electric system (excluding night storage heaters), fitted with automatic controls and a separate thermostat. On this basis the heating may be left on provided;

- i. The system is set to operate continuously for 24 hours of each day (not controlled by a timing device); and
- ii. The thermostat is set to not less than 13 degrees Celsius;
- iii. All internal doors of **your holiday home** remain open.

Note: As part of **our** investigation into any claim for loss or damage resulting from escape of water, **you** may be required to provide certain utility bills for **your holiday home**. Failure to do this may mean your claim can't be considered.

Upon reconnection of the water supply the **holiday home** must be inspected internally to ensure there is no obvious evidence of water leaks.

It is your responsibility to ensure that the above requirements are complied with. If you have instructed another party to complete any of the above actions on your behalf, it is your responsibility to ensure that they comply with the above requirements. Failure to comply with the requirements listed above will result in loss or damage resulting from escape of water or burst pipes being excluded from this insurance.

13. Let Condition

If your Schedule says ‘Let’ then the following additional conditions apply:

Inspections

The inside of the premises must be checked by **you** or **your** authorised representative prior to every letting and at least once every 60 days. Evidence of this should be kept on file by you.

Any hazards noticed in an inspection must be fixed prior to the next booking or the guests must be warned of the hazard prior to the stay.

Local Regulations

You must comply with any Local Authority regulations or statutory conditions regarding the letting of the property.

If **you** fail to comply with **your** duties above this may result in this insurance becoming invalid or a **claim** being declined.

No cover is provided for **Fine Art**.

General Exclusions

These exclusions apply throughout **your policy**.

We will not pay for

Biological and Chemical Contamination

We will not pay for:

- Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from;
- Any legal liability of whatsoever nature;
- Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

a) Terrorism; and/or

b) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear.

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Business Use Exclusion Clause

Any loss, damage or liability arising due to the property being used for business purposes (excluding letting the property as a **holiday home**) is excluded from this insurance.

Contractors Exclusion Clause

- Any loss, damage or liability arising out of a contractor’s activities at the property insured is excluded if:
- The contract works cost in excess of £10,000;
- **You** sign any contract which in any way, removes or limits **your** legal rights against a contractor or building firm;
- The works involve the application of heat.

General Exclusions continued

Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

Faulty Workmanship

This insurance does not cover any loss, damage or liability arising from faulty or unsuitable materials or design or poor workmanship.

Gradually Operating Causes

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time. No cover is provided for wet rot, dry rot, mould, rust or corrosion. In addition no cover is provided for damage caused by rodents, vermin or infestation.

Infectious or Contagious Disease

This insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) an infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal, or species by any means.

Lack of Maintenance

This insurance does not cover any damage and consequential damage that arises due to poor maintenance or workmanship, manufacturing defects, thermal movement or a gradual deterioration of **your holiday home**.

General Exclusions continued

Pollution/Managing Contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident;

Pre-existing Damage Liability or Injury

This **policy** does not cover loss, damage, liability or injury occurring before the cover under **your policy** started.

Radioactive Contamination and Nuclear Assemblies

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Riot/Civil Commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Sonic Bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Valuables

Any loss or damage to **valuables**.

General Exclusions continued

War

We will not pay for 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.

Claims Conditions

You must comply with the following **claims** conditions to have the full protection of **your policy**.

If **you/they** do not comply with them, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your claim** or reduce the amount of any **claim** payment.

Claims Procedure

If **you** wish to make a **claim** or if something happens which may lead to a **claim**, **you** must notify Davies Group Ltd as soon as possible. Davies act on behalf of **us** to handle **claims**.

Davies Group Ltd Tel: 0344 856 2187
PO Box 2801 Fax: 0344 856 2005
Stoke-on-Trent ST4 9DN assist@davies-group.com

If there has been Malicious Damage, Theft or Attempted Theft, **you** must also tell the police immediately, incidents involving **Fine Art** must be reported within 24 hours. When notifying the police, **you** should request a Crime Reference Number as this may be required should **you** then submit a **claim**.

You will be required to register the **claim** with **us** within 30 days of the incident with all the supporting documents and proofs **we** require - for example written estimates.

If someone crashes into **your holiday home**, make sure **you** record their name, address, vehicle registration number and contact details, also if the opportunity arises, take a photo of the vehicle and the damage it has caused.

If **you** receive a writ of summons or other legal process regarding a **claim** under the **policy**, **you** must send it immediately to **us**.

You must give **us** all the help and information necessary to settle or resist a **claim** against **you** or to help **us** take action against someone else. Failure to meet these conditions may invalidate a **claim**.

Control of Claims

Do not admit, deny, negotiate or settle a **claim** without **our** written consent. However, **you** should make **emergency**/temporary repairs to the property to prevent further damage.

Our Special Rights

You cannot abandon the property to **us**; **we** may in **your** name and on **your** behalf, take complete control of legal action.

We may take legal action in **your** name against any other person to recover any payment **we** have made under the **policy**; **we** will do this at **our** expense.

Claims Conditions continued

Contribution

If at the time of a **claim** there is any other **policy** covering anything insured under this **policy**, **we** shall be liable only for a proportionate share.

Fraud

If a **claim** is found to be false or fraudulent in any respect, or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy**, or if any damage is caused by **your** wilful act or with **your** involvement, all benefit under the **policy** will be forfeited.

How We Settle Claims

Buildings

If **your claim** for loss or damage is covered under **Section 1 - Buildings**, **we** will at our option repair, reinstate or replace the **holiday home** or any part of it, less any applicable **excess**, so long as:

- The **Buildings** were in a good state of repair prior to the loss or damage
- The **Buildings sum insured** is enough to pay for the full cost of rebuilding **Your Buildings** in their present form

If **we** do choose to pay cash rather than repair the damage, the sum payable will reflect the amount it would have cost **us** to fix the damage less any discounts **we** may have received or salvage **we** may have recovered.

We will not be liable for that part of any repair or replacement which improves the **holiday home** beyond the condition before the loss or damage occurred.

Contents

We will at our option repair, reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired, **we** may at our option pay in cash the amount of the loss or damage. If **we** do pay cash, the sum payable will reflect any discounts **we** may have received or salvage **we** would have recovered, had **we** replaced the property. The sums insured will not be reduced by any **claim**.

There will be a deduction for clothes and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the **sum insured** represents the full value of the property (see General Conditions on page 14).

Claims Conditions continued

Sports Equipment & Pedal Cycles Section

If Section 5 of **your schedule** states cover is provided for Sports Equipment & Pedal Cycles, **we** will at **our** option repair reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired, **we** may at **our option** pay in cash the amount of the loss or damage. If **we** do pay cash, the sum payable will reflect any discounts **we** may have received, had **we** replaced the property. The sums insured will not be reduced by any **claim**.

Matching Sets Suites and Carpets

An individual item of a matching set of articles or suite of furniture or **sanitary ware** or other bathroom fittings is regarded as a single item.

We will pay **you** for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Approved Repairers

In all **claim** instances an approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your claim** and they are authorised to arrange a quotation, a repair or a replacement where appropriate.

Your policy is designed to help **you** understand the extent of cover provided.

You will find on many pages these headings:

What is covered	What is not covered
These sections are printed on a light orange background and give detailed information on the insurance provided and must be read with ' What is not covered ' at all times.	These sections shown on a light grey background draw your attention to what is not included within the scope of your policy .

Section 1 Buildings

We will cover **you** for loss of or damage to the **buildings** up to the **sum insured** for **buildings** in **your schedule** for the events described below.

What is covered	What is not covered
<p>1. Fire, smoke, explosion, lightning or earthquake</p>	<ul style="list-style-type: none"> • Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is accidental damage and you have cover under paragraph 20 this would be insured subject to the exceptions and excess applicable to that paragraph). • For smoke damage caused by any gradually operating cause. • The excess for each and every claim as shown on your policy schedule.
<p>2. Riot, civil commotion, strikes or labour disturbances</p>	<ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule.
<p>3. Malicious acts or vandalism</p>	<ul style="list-style-type: none"> • Loss or damage caused by you, your family, domestic employees, lodgers. • Loss or damage caused by tenants or paying guests (if damage is caused by malicious damage by tenants and you have cover under paragraph 22 this would be insured subject to the exceptions and excess applicable to that paragraph). • The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings continued

What is covered	What is not covered
4. Storm or flood	<ul style="list-style-type: none">• Loss or damage caused by frost.• Loss or damage to fences, gates and hedges.• Loss or damage to cantilever car-ports, canopies and awnings.• Loss or damage to wind turbines, solar panels, air-conditioning units and ground source heating pumps.• Loss or damage caused by underground water.• Loss or damage caused by subsidence, heave or landslip. (subsidence or heave of the site on which the buildings stand or landslip caused by storm or flood would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph).• The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings continued

What is covered	What is not covered
<p>5. Subsidence or heave of the site on which the buildings stand or landslip</p>	<ul style="list-style-type: none"> • For loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event. • For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event. • For loss or damage caused by faulty or unsuitable materials or design or poor workmanship. • For loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law. • For loss or damage caused by coastal or river bank erosion. • For loss or damage whilst the buildings are undergoing any structural repairs, alterations, extensions or demolition. • For loss or damage caused by normal settlement and / or any general deterioration of the building. • Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the buildings. • <u>Any loss or damage, unless your policy schedule shows Subsidence is included.</u> • The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings continued

What is covered	What is not covered
<p>6. Theft or Attempted theft</p>	<ul style="list-style-type: none"> • For loss or damage while the holiday home is unoccupied unless involving forcible or violent entry to or exit from the holiday home. • Loss or damage caused by you or your domestic employees. • Loss or damage caused by lodgers, paying guests or tenants, unless your policy schedule shows Theft & Malicious Damage Whilst Let is included. • The excess for each and every claim as shown on your policy schedule.
<p>7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation</p>	<ul style="list-style-type: none"> • Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your holiday home. (If it is accidental damage and you have cover under paragraph 20, this would be insured subject to the exceptions and excess applicable to that paragraph). • Loss or damage caused by subsidence, heave or landslip. (subsidence or heave of the site on which the buildings stand or landslip caused by escape of water would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph). • The excess for each and every claim as shown on your policy schedule.
<p>8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal</p>	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets. • The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings continued

What is covered	What is not covered
<p>9. Fallen trees and branches</p>	<ul style="list-style-type: none"> • Loss or damage to tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges; swimming pools and fixed irrigation systems. • Loss or damage to wind turbines, solar panels, air-conditioning units and ground source heating pumps. • Damage caused by felling, lopping or topping of trees. • The cost of removing trees or branches when there has been no damage to the buildings. • The excess for each and every claim as shown on your policy schedule.
<p>10. Fallen television and radio receiving aerials, aerial fittings, satellite dishes, solar panels or masts</p>	<ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule.
<p>11. Frost damage to any plumbed-in domestic water or heating installation</p>	<ul style="list-style-type: none"> • For loss or damage caused by subsidence, heave or landslip other than as covered under number 5 of section one. • For loss or damage to domestic fixed fuel-oil tanks and swimming pools and hot tubs. • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings continued

What is covered	What is not covered
<p>12. Loss of rent OR alternative accommodation</p> <p>During the period your holiday home is made uninhabitable by any cause covered under this section we will pay for:</p> <p>If your schedule notes your holiday home as 'Let':</p> <p>a) For the loss of hiring charges for bookings accepted prior to the loss or damage but only if a record has been maintained of all hiring, agreed hiring charges and deposits paid.</p> <p>If your schedule notes your holiday home as 'Holiday Use only':</p> <p>b) The necessary cost incurred for alternative accommodation or the hire of a similar holiday home but only if the loss or damage occurs after holiday arrangements have been made or while the holiday home is being used for holiday purposes.</p>	<ul style="list-style-type: none"> • Any amount over 20% of the sum insured for the buildings damaged or destroyed. • The excess for each and every claim as shown on your policy schedule.
<p>13. Tracing and accessing leaks inside the holiday home</p> <p>The insurance provided by paragraph 7 of this section also covers the costs involved in tracing the source of the escape of water and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them), inside the holiday home where this occurs in the course of these investigations. Cover is subject to the exclusions and excess that apply to paragraph 7.</p>	<ul style="list-style-type: none"> • Any amount over £5,000 for any one event, or more than £25,000 for any single period of insurance. • Where there is no evidence of water damage to the property. • The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings continued

What is covered	What is not covered
<p>14. Emergency access We will pay for damage to the buildings caused by fire, ambulance or police services if they have to make a forced entry to your holiday home as a result of an emergency.</p>	<ul style="list-style-type: none"> • Any amount over £1,000 for any one event. • The excess for each and every claim as shown on your policy schedule.
<p>15. Fire Brigade Costs Expenses you have to pay in respect of fire brigade charges for which you are legally liable to pay following attendance by the fire brigade at the premises shown in the schedule.</p>	<ul style="list-style-type: none"> • More than £1,000 in any period of insurance if you claim for such loss under sections one and two, we will not pay more than £1,000 in total.
<p>16. Loss or theft of keys If keys to your holiday home are lost or stolen, we will pay for the replacement and installation of door locks for any external doors of your holiday home.</p>	<ul style="list-style-type: none"> • Loss or damage that is otherwise insured. • Any amount over £500. • The excess for each and every claim as shown on your policy schedule.
<p>17. Metered water We will pay for loss of metered water following damage which is covered under this insurance contract to your domestic water or heating installations.</p>	<ul style="list-style-type: none"> • Any amount over £1,000. • The excess for each and every claim as shown on your policy schedule.
<p>18. Loss of Domestic Heating Fuel We will pay for loss of Domestic Heating Fuel following damage which is covered under this insurance contract to your domestic oil or heating installations.</p>	<ul style="list-style-type: none"> • Any amount over £500. • The excess for each and every claim as shown on your policy schedule.
<p>19. Fatal Injury Fatal injury to you, happening at the premises shown in the schedule, caused by outward and physical violence by burglars or fire providing that death ensues within 12 months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> - £10,000 for each insured person sixteen years of age or over - £5,000 for each insured person under sixteen years of age at the time of death 	

Section 1 Buildings Optional Extensions

The following will only be covered if it shows the cover is included on **your schedule**.

What is covered	What is not covered
<p>20. Accidental damage</p>	<ul style="list-style-type: none"> • For damage or any proportion of damage which we specifically exclude elsewhere under section one. • For the buildings moving, settling, shrinking, collapsing or cracking. • For damage while the holiday home is being altered, repaired, cleaned, maintained or extended. • For damage to outbuildings and garages which are not of standard construction. • For the cost of general maintenance. • For damage caused by infestation, vermin, corrosion, damp, wet, condensation or dry rot, mould or frost. • For damage caused by faulty or unsuitable materials or design or poor workmanship. • For damage from mechanical or electrical faults or breakdown. • For damage caused by dryness, dampness, extremes of temperature or exposure to light. • For damage to swimming pools, tennis courts, paths, drives, patios and terraces, walls, gates, fences, hedges, fixed irrigation systems and fuel tanks. • Loss or damage caused by domestic pets. • Damage to any part of pipes or cables above ground level. • Any loss or damage if your holiday home or any part of it is let or lent, unless your policy schedule shows accidental damage is included. • The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings Optional Extensions

What is covered	What is not covered
21. Theft while let	<ul style="list-style-type: none">• Any single item or set with a value exceeding £2,500.• The excess for each and every claim as shown on your policy schedule.
22. Malicious damage by tenants or paying guests	<ul style="list-style-type: none">• Any single item or set with a value exceeding £2,500.• The excess for each and every claim as shown on your policy schedule.

Section 1 Buildings Conditions

Conditions that apply to section **1 (Buildings)** only.

Settling Claims

How **we** deal with **your Claim**

1. If **your claim** for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage;
 - the **sum insured** stated in **your schedule** is enough to pay for the full cost of rebuilding the **buildings** in their present form;
 - the damage has been repaired or loss has been reinstated.
2. If the **buildings** were not in a good state of repair, **we** may deduct an amount from **your claim**.
3. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, 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. **If the loss or damage is covered by this insurance we may at our option:**
 - Arrange for repair, replacement or reinstatement using one of **our** suppliers;
 - Pay the cost of repair; or
 - Make a cash settlement.

Your Sum Insured

4. **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**.
5. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your sum insured** for the **buildings**, then **we** will only pay a proportion of the **claim**. For example, if **your sum insured** only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of Insurance

6. **We** will not pay more than the **sum insured** for each premises shown in the **schedule**. Please see the General Conditions on Page 14.

Section 2 Contents

We will cover loss or damage to the **contents** at **your holiday home** up to the **sum insured** shown in **your schedule** for the events described below.

What is covered	What is not covered
<p>1. Fire, smoke, explosion, lightning or earthquake</p>	<ul style="list-style-type: none"> • Loss or damage caused by scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is accidental damage and you have cover under paragraph 15 this would be insured subject to the exceptions applicable to that paragraph). • For loss or damage by smoke caused by any gradually operating cause. • The excess for each and every claim as shown on your policy schedule.
<p>2. Riot, civil commotion, strikes or labour disturbances</p>	<ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule.
<p>3. Malicious acts or vandalism</p>	<ul style="list-style-type: none"> • Loss or damage caused by you, your family, domestic employees, lodgers. • Loss or damage caused by tenants or paying guests (if damage is caused by malicious damage by tenants and you have cover under paragraph 17 this would be insured subject to the exceptions and excess applicable to that paragraph). • The excess for each and every claim as shown on your policy schedule.
<p>4. Storm or flood</p>	<ul style="list-style-type: none"> • Loss or damage caused by underground water. • The excess for each and every claim as shown on your policy schedule.

Section 2 Contents continued

What is covered	What is not covered
<p>5. Subsidence or heave of the site on which your holiday home stands or landslip</p>	<ul style="list-style-type: none"> • For loss or damage caused by faulty or unsuitable materials or design or poor workmanship. • For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law. • For loss or damage whilst the buildings are undergoing any structural repairs, alterations, extensions or demolition. • For loss or damage caused by coastal or river bank erosion. • <u>Any loss or damage, unless your policy schedule shows Subsidence is included.</u> • The excess for each and every claim as shown on your policy schedule.
<p>6. Theft or Attempted theft The most we will pay for any one claim for contents in locked domestic garages, locked outbuildings at the holiday home is £3,000 or 3% of the Contents Sum Insured, whichever is the greater.</p>	<ul style="list-style-type: none"> • Contents in the open when the property is left unoccupied. • Pedal cycles unless force and violence is used to gain entry to your holiday home. • Any loss or damage if your holiday home or any part of it is let or lent, unless force and violence is used to gain entry to your holiday home. • Loss or damage occurring during a period of unoccupancy unless there has been violent and forcible entry to the holiday home. • Loss or damage caused by you or your domestic employee. • Loss or damage caused by lodgers, paying guests or tenants, unless your policy schedule shows Theft & Malicious Damage Whilst Let is included. • The excess for each and every claim as shown on your policy schedule.

Section 2 Contents continued

What is covered	What is not covered
<p>7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation</p>	<ul style="list-style-type: none"> • Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your holiday home. (If it is accidental damage and you have cover under paragraph 15, this would be insured subject to the exceptions and excess applicable to that paragraph). • Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies. • The excess for each and every claim as shown on your policy schedule.
<p>8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal</p>	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets. • The excess for each and every claim as shown on your policy schedule.
<p>9. Fallen trees and branches.</p>	<ul style="list-style-type: none"> • The cost of removing trees or branches when there has been no damage to the buildings. • The excess for each and every claim as shown on your policy schedule.
<p>10. Fallen television and radio receiving aerials, aerial fittings, satellite dishes, solar panels or masts.</p>	<ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule.

Section 2 Contents

What is covered	What is not covered
<p>11. Garden Furniture</p> <p>The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to garden furniture outside the holiday home but within the boundaries of the land belonging to your holiday home.</p>	<ul style="list-style-type: none"> • Any amount over £3,000. • Loss or damage caused by storm or flood. • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule.
<p>12. Loss or theft of keys</p> <p>If keys to your holiday home are lost or stolen, we will pay for the replacement and installation of door locks for any external doors of your holiday home.</p>	<ul style="list-style-type: none"> • Any amount over £500. • The excess for each and every claim as shown on your policy schedule.
<p>13. Freezer contents</p> <p>We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at your holiday home made unfit for human consumption due to:</p> <ol style="list-style-type: none"> A rise or fall in temperature; Contamination by refrigerant or refrigerant fumes. 	<ul style="list-style-type: none"> • Any amount over £1,000. • Loss of or damage to food if the home is let. • if the freezer cabinet or refrigerator is more than 15 years old. • Loss of or damage to food held or used for business purposes. • Loss or damage due to the power supply authority deliberately cutting or reducing the supply to your holiday home. • The excess for each and every claim as shown on your policy schedule.
<p>14. Power Surge</p> <p>Loss or damage to electrical equipment caused by a surge in power of the electricity supply.</p>	<ul style="list-style-type: none"> • Any amount over £5,000. • The excess for each and every claim as shown on your policy schedule.

Section 2 Contents Optional Extensions

The following will only be covered if it shows the cover is included on **your schedule**.

What is covered	What is not covered
<p>15. Accidental damage</p>	<ul style="list-style-type: none"> • For damage or any proportion of damage which we specifically exclude elsewhere under section two. • For loss or damage to contents within garages and outbuildings. • For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. • Any amount over £5,000 in total for porcelain, china, glass and other brittle articles. • For loss or damage to money, bank cards, documents or stamps. • For loss or damage to contact, corneal or micro corneal lenses. • For damage caused by insects, vermin, infestation, corrosion, damp, wet, condensation or dry rot, mould or frost. • For damage caused by faulty design or unsuitable materials specification, workmanship or materials. • For damage from mechanical or electrical faults or breakdown. • For damage caused by dryness, dampness, extremes of temperature and exposure to light. • For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination. • For damage caused by domestic pets.

Section 2 Contents Optional Extensions

What is covered	What is not covered
15. Accidental damage (continued)	<ul style="list-style-type: none">• Damage to electrical items designed and intended to be portable (such as laptops and mobile phones), or to hand held computer equipment and games.• Electronic failure.• Computer virus.• Wear and tear.• Electrical or mechanical breakdown.• Damage caused to televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment in the process of cleaning, maintenance, repair or dismantling.• Damage to records, cassettes, discs or other data storage devices.• For any damage caused by coastal or river bank erosion.• <u>Any loss or damage if your holiday home or any part of it is let or lent, unless your policy schedule shows Accidental Damage is included.</u>• The excess for each and every claim as shown on your policy schedule.

Section 2 Contents Optional Extensions continued

What is covered	What is not covered
16. Theft while let	<ul style="list-style-type: none">• Any single item or set with a value exceeding £2,500.• The excess for each and every claim as shown on your policy schedule.
17. Malicious damage by tenants or paying guests	<ul style="list-style-type: none">• Any single item or set with a value exceeding £2,500.• The excess for each and every claim as shown on your policy schedule.

Section 2 Contents Conditions

Conditions that apply to section 2 (**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 two. There will be a deduction for wear and tear for clothes and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the **sum insured** represents the full value of the **contents** (see General Conditions on page 14).
2. **We** will not pay the cost of replacing 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.
3. If the loss or damage is covered by this insurance it is at **our** option that **we** will:
 - Pay the cost of repair for items that can be economically repaired;
 - Replace the item as new; or
 - Make a cash payment, which may be restricted to the discounted replacement price **we** would normally pay using **our** own suppliers.

Your Sum Insured

4. **We** will not reduce the **sum insured** under section two after **we** have paid a **claim** as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
5. If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of 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.

Limit of Insurance

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

Section 3 Property Owners Liability

This section applies only if **your schedule** shows Property Owners Liability is covered.

We will pay for your legal liability:	We will not pay for your legal liability
<ul style="list-style-type: none"> • As owner up to the sums insured stated in the schedule for any amounts you become legally liable to pay as damages for: <ul style="list-style-type: none"> a) Bodily injury; b) Damage to property; caused by an accident happening at your holiday home during the period of insurance. 	<ul style="list-style-type: none"> • For bodily injury to: <ul style="list-style-type: none"> a) you. b) Any member of your family. c) 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: <ul style="list-style-type: none"> a) you. b) Any other member of your family. c) Any person engaged in your service. • 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. • Bodily injury to any tenant or paying guest when you are aware of a hazard at the property and take no reasonable steps to advise the guest or tenant of this or to remove the hazard. • Bodily injury arising from firearms. • Bodily injury arising from: <ul style="list-style-type: none"> a) Any motorised or horse drawn vehicle. b) Any power-operated lift other than stair lifts. c) Any aircraft (including drones) or watercraft.

Section 3 Property Owners Liability continued

We will pay for your legal liability:	We will not pay for your legal liability
	<ul style="list-style-type: none"> • In respect of any kind of pollution and/or contamination other than: <ol style="list-style-type: none"> a) Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule. b) Reported to us not later than thirty (30) days from the end of the period of insurance. In which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident. • Arising out of your ownership, occupation, possession or use of any land or building that is not within the premises. • If you are entitled to payment under any other insurance, until such insurance(s) is exhausted. • Defence costs incurred without our written consent.

Limit of Insurance

We will not pay more than £5,000,000 for any one **claim** or series of **claims** arising from one incident.

Section 4 Legal Liability to Domestic Employees

This section applies only if **your schedule** shows **Legal Liability to Domestic Employees** is covered.

We will pay for your legal liability:	We will not pay for your legal liability
<p>We will pay for your legal liability:</p> <ul style="list-style-type: none"> For amounts you become legally liable to pay, for bodily injury arising from an incident happening during the period of insurance at your holiday home to your domestic staff employed in connection with the premises shown in the schedule. 	<ul style="list-style-type: none"> For bodily injury to: <ol style="list-style-type: none"> you. Any member of your family. For bodily injury arising directly or indirectly from any communicable disease or condition. Arising directly or indirectly out of any profession, occupation, business or employment not associated with the letting of your holiday home. Which you have assumed under contract and which would not otherwise have attached. For bodily injury to domestic staff when you are aware of a hazard at the property and take no reasonable steps to advise the domestic staff of this or to remove the hazard. For bodily injury or damage arising from: <ol style="list-style-type: none"> Any motorised or horse drawn vehicle. Any power-operated lift other than stair lifts. Any aircraft (including drones) or watercraft. Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order. For bodily injury resulting from any criminal, intentional, wilful or malicious act or omission by you.

Section 4 Legal Liability to Domestic Employees continued

We will pay for your legal liability:	We will not pay for your legal liability
	<ul style="list-style-type: none">• For bodily injury arising from any act or omission by you which is intended to result in, or would be expected by a reasonable person to cause bodily injury.• For damages you are legally liable to pay to any domestic staff following any judgement or award given or made outside the courts of the United Kingdom or a member of the European Union.

Limit of Insurance

We will not pay more than £5,000,000 for any one **claim** or series of **claims** arising from one incident.

Section 5 Sports Equipment and Pedal Cycles in and away from the Holiday Home

This section applies only if **your schedule** shows **Sports Equipment** and **Pedal Cycles** is covered.

What is insured	What is not insured
<p>Sports equipment and pedal cycles which are usually kept in your holiday home up to the limits below, against physical loss or damage anywhere in the United Kingdom:</p> <ol style="list-style-type: none"> Unspecified sports equipment and pedal cycles up to the amount shown in the schedule. A limit of £1000 for any one item applies including articles forming a pair or set. Pedal cycles that have been individually specified in the schedule up to the value listed in the schedule. 	<ul style="list-style-type: none"> Damage caused by moth or vermin. For damage from electrical or mechanical faults or breakdown. For loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. For damage to guns. For breakage of any sports equipment whilst in use. The excess for each and every claim as shown on your policy schedule. Any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant. For loss or damage of pedal cycles left unattended while away from your holiday home unless they are locked to a permanent structure by a shop bought cycle lock or kept in a locked building. For loss or damage to pedal cycle accessories or spare parts unless the cycle is stolen at the same time. For loss or damage to the pedal cycle or sports equipment while it is being used. For loss or damage to the pedal cycle or sports equipment when it is let out on hire or is used other than for private purposes.

Section 5 Sports Equipment and Pedal Cycles in and away from the Holiday Home continued

Claims settlement under section 5 - Sports Equipment and Pedal Cycles - Conditions

Conditions that apply to section 5 (Sports Equipment and Pedal Cycles) 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 the loss or damage is covered by this insurance it is at **our** option that **we** will:
 - Pay the cost of repair for items that can be economically repaired;
 - Replace the item as new; or
 - Make a cash payment, which may be restricted to the discounted replacement price **we** would normally pay using **our** own suppliers.

Your Sum Insured

3. If the total value of unspecified items at the time of the loss or damage is more than **your sum insured** for such items, then **we** will only pay for a proportion of the **claim**. For example, if **your sum insured** only represents one half of the total value of unspecified items, **we** will only pay one half of the cost of repair or replacement.

Limit of Insurance

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

Privacy Notice

Your Data – Information We Process

Information we process

You should understand that information **you** provide, have provided and may provide in the future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling **claims** and/or responding to complaints.

Information containing personal and sensitive information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving license or national insurance number. Personal information is also information that can identify an individual through work function or their title.

In addition, personal information may contain sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

How we use this information?

Your personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- Arrange and administer an application for insurance;
- Manage and administer the insurance;
- Investigate, process and manage **claims**; and/or
- Prevent fraud.

Who we share your information with?

We may pass **your** personal and/or sensitive information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **your** personal and/or sensitive information with law enforcement, fraud detection, credit reference and debt collection agencies to:

- Assess financial and insurance risks;
- Recover debt;
- To prevent and detect crime; and/or
- Develop products and services.

We will not disclose **your** personal and/or sensitive personal information to anyone outside **our** Group of companies except:

- Where **we** have **your** permission;
- Where **we** are required or permitted to do so by law;
- To other companies who provide a service to **us** or **you**; and/or
- Where **we** may transfer rights and obligations under the insurance.

Why is it necessary to share information?

Insurance companies share **claims** data to:

- Ensure that more than one **claim** cannot be made for the same personal injury or property damage;
- Check that **claims** information matches what was provided when the insurance was taken out;
- Act as a basis for investigating **claims** when **we** suspect that fraud is being attempted; and/or
- Respond to requests for information from law enforcement agencies.

Access to your information

You have the right to know what personal information **we** hold about **you**. If **you** would like to know what information **we** hold, please contact the Data Protection Manager at the address stated in the **schedule**, stating the reason for the enquiry. **We** may write back requesting **you** confirm **your** identity.

If **we** do hold information about **you**, **we** will:

- Give **you** a description of it;
- Tell **you** why **we** are holding it;
- Tell **you** who it could be disclosed to; and let **you** have a copy of the information in an intelligible form.

Privacy Notice continued

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **My Holiday Home Insurance's** Data Protection Manager using the contact details within the **policy** (see page 54-55).

Providing consent to process your information

By providing **us** with **your** personal and/or sensitive information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

Changes to the notice

If **you** have any questions relating to the processing of **your** information, please contact **our** Data Protection Manager using the contact details stated in this document. See page 54-55.

Contacting us

If **you** have any questions relating to processing of **your** information, please contact **My Holiday Home Insurance's** Data Protection Manager using the contact details within the **policy**. See page 55.

Making Yourself Heard

Making Yourself Heard

If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

Who To Contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **you** are talking to the right person;
- That **you** are giving them the right information.

When You Contact Us

- Please give **us your** name and a contact telephone number;
- Please quote **your policy** and/or **claim** number, and the type of **policy you** hold;
- Please explain clearly and concisely the reason for **your** complaint.
- So, **we** begin by establishing **your** first point of contact.

Contact Details

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

Making Yourself Heard continued

If **you** have any questions or concerns about **your** contract of insurance or the handling of a **claim, you** should, in the first instance, contact:

Customer Services

Assist Insurance Services Ltd

Royal House

Queenswood

Newport Pagnell Road West

Northampton NN4 7JJ

Tel: 01604 946 786

E-mail: enquiries@assistinsurance.co.uk

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 team at Lloyd's. The contact details are:

Complaints

Lloyd's

One Lime Street

London EC3M 7HA

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: Complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How we Can Help" available at www.lloyds.com/complaints and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

Making a complaint does not affect **your** right to take legal action.

Financial Ombudsman Service

Exchange Tower

London E14 9SR

From within the United Kingdom

Telephone Number: 0800 023 4567 or 0300 123 9123

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

From outside the United Kingdom

Telephone number: +44(0) 0800 023 4567

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

This is a free and impartial service and will not affect **your** legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor Beaufort House, 15 St. Botolph Street London EC3A 7QU) and on their website: www.fscs.org.uk

My Holiday Home Insurance
Royal House
Queenswood
Newport Pagnell Road West
Northampton NN4 7JJ

Telephone: 01604 946 787

E-mail: info@myholidayhomeinsurance.co.uk

Website: www.myholidayhomeinsurance.co.uk

My Holiday Home Insurance is a trading style of Assist Insurance Services Ltd registered in England and Wales 5486663. Assist Insurance Services Ltd is authorised and regulated by the Financial Conduct Authority. Registration Number 435530.

We do not charge any fees to customers in relation to Credit Broking activities.

All policies are subject to acceptance to underwriting terms and conditions.

Calls may be recorded for training and monitoring purposes.