

POLICY WORDING

Please read carefully and retain



Property Insurance for Guesthouses and Bed & Breakfasts

Welcome to Intasure Property Insurance

designed exclusively for Guesthouses and Bed & Breakfasts
in the UK.



Intasure's property insurance is exclusively designed for Guesthouse / Bed & Breakfast owners, including Grade II listed buildings. Insurance cover is provided by Underwriters at Lloyd's and other insurers as defined in the Policy Wording.

Please read this Policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Underwriters at Lloyd's and other insurers as defined in the Policy Wording.

This policy document should be read together with the Schedule and any Endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, the details of which are shown on your schedule; you understand what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.



for and on behalf of Intasure®

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm.

CLAIMS: 01371 829 276 Kelly Adjusters Limited

Intasure

Oakhurst House
77 Mount Ephraim
Tunbridge Wells
Kent
TN48BS

The Policy has several Sections. Please check your Schedule to see which Sections are in force and any clauses or endorsements that are applicable.

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How to use your Policy

YOUR POLICY

Here is your new Policy containing details of the cover you have arranged. We have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the Policy.

WHAT COVER IS INCLUDED?

The Policy is divided into a number of different Sections. To find which Sections are in force you should check your Schedule, the document sent with the Policy. The Schedule also tells you how much you are insured for under each Section.

HOW MUCH TO INSURE FOR

It is up to you to make sure that the amounts you insure for represent the full re-building cost of the building(s) and the full replacement costs as new of the contents concerned. Remember, if you underinsure, claim payments may be reduced. You can change your Sums Insured at any time - you do not have to wait for renewal.

IF YOU HAVE A QUERY If you have any queries or concerns regarding this Policy you should contact us using telephone numbers at the beginning of this policy wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance Policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that You will have received the Policy documents upon the day following the date it was emailed / posted to you.

Once cover has commenced outside the 30 day period, you may cancel your policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the Insurer's cancellation rights, please refer to the General Conditions section of your policy wording.

CHANGES IN YOUR CIRCUMSTANCES

Your Policy has been based on the information which you have given us about yourself and your **Guesthouse / Bed & Breakfast**. You must tell us as soon as practicable of any changes to this information including of course any change of address. Please see condition 7 on page 28 for more detail in relation to the information we need to know about and the potential consequences of not providing us with that information.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the Policy and Schedule to check that you are covered. To register a claim and obtain a claim form please contact Kelly Adjusters Limited on **01371 829 276**. Or you may write to:

Kelly Adjusters Limited
Little Seabrooks House
Braintree Road
Felsted
Essex
CM6 3JZ

newclaims@kellyadjusters.co.uk

You should complete a claim form and let us have as much information as possible to help us deal with your claim quickly and fairly.

You should also refer to the section on pages 30 and 31, Settlement of Claims.

Finally, do not hesitate to ask for advice, we will be pleased to help you.

YOUR RESPONSIBILITIES

In order to protect your property to its fullest extent we will expect you to comply with all terms and conditions.

When property is unattended all accessible doors and windows must be secured.

GOVERNING LAW

There is a choice of law for this insurance, but unless We agree otherwise English Law applies.

HOW DO WE MAINTAIN YOUR PRIVACY?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

How to use your Policy

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>. From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are providing us with personal data of another individual that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that you have obtained all appropriate consents, where required, tell them you are providing their information to us and show them a copy of this notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Details of Your Insurers Privacy Notice is available at <http://www.argentagroup.com/sites/default/files/PrivacyNotice.pdf>

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

We, the insurer and you do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Definitions (applicable to Sections 1 to 5)

Certain words in your Policy have special meanings. These meanings are given below.

Bodily Injury

Death, injury, illness or disease.

Buildings

Any permanent structure used within the grounds of **our Guesthouse / Bed & Breakfast** for domestic purposes or in respect to **your** business as a provider of Bed & Breakfast or Guesthouse services:

- **Fixtures and fittings;**
- lifts;
- domestic fixed fuel tanks; including gas, LPG and oil tanks;
- **Swimming pools / Hot tubs / Jacuzzis;**
- outbuildings and permanent structures;
- gates, hedges, walls and fences;
- radio and television aerials, satellite dishes, their fittings and masts;
- wind turbines, fixed generators and solar panels, (if specified);
- wells, lakes and rivers within the boundary of the **property** for liability cover only;
- paths and drives

all at the address shown in the **Schedule** and which belong to **You** or for which **You** are legally responsible.

Contents

Household Contents

Your Household goods, personal property and **Valuables** all belonging to or the responsibility of **You** or **Your family** contained in the **Guesthouse / Bed & Breakfast** or in the open within the boundaries of the land belonging to the **Guesthouse / Bed & Breakfast**. **Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

Business Contents

Your business goods, computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunication equipment and office furniture owned by **You**.

The term **Contents** does not include:

- Any living creature, any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories, credit cards, deeds, bonds, bills of exchange, promissory notes, securities for **Money**, documents, manuscripts, firearms, shotguns.

- Goods used for business or professional purposes except in respect to **your** business as a provider of **Bed & Breakfast / Guesthouse** services.
- Any part of the **Buildings** including **Fixtures and fittings** unless otherwise agreed.
- Any **property** specifically insured against the perils covered hereby under any other insurance.
- Damage by vermin or insects.

Employee

- (a) Any person under a contract of service or apprenticeship with **You**
- (b) Any person who is hired to or borrowed by **You**
- (c) Any person engaged in connection with a work experience or training scheme
- (d) Any labour master or person supplied by them
- (e) Any person engaged by labour only subcontractors
- (f) Any self-employed person working on a labour only basis under **your** control or supervision
- (g) Any voluntary helper while working for **You** in connection with the business.

Endorsements

Any variation or addition to the terms of the Policy.

Entertainment equipment

- Computers including **Portable computer(s)**
- mobile phones;
- digital decoders;
- projectors;
- DVD recorders;
- televisions
- game consoles;

Our liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured. In respect of the optional (All Risks) Personal Effects in or away from the home under Section 3 - the maximum amount to be paid on any single item is £3,000 unless otherwise shown in the **Schedule**. The limit of 40% of the **Contents** sum insured does not apply under Section 3.

Excess

The sum shown in **your Schedule** which is the amount to be deducted from **your** claim for loss or damage resulting from the same incident. The **Excess** may vary and be increased within the policy wording for certain perils.

Definitions (applicable to Sections 1 to 6)

Fixtures and fittings

All items that are fixed to and form part of the structure of the

Guesthouse / Bed & Breakfast including:

- Decorations including wall paper, murals and stenciling.
- Bathroom suites.
- Flooring: integral to fabric of building.
- Fitted kitchens and their fitted appliances.
- Built-in wardrobes.

Garden

The open ground within the boundaries of the land belonging to the Insured **Property** and not communal complex areas.

Gross Income

The money paid or payable to **You** in respect of food, drink, accommodation and services provided by the **Bed & Breakfast / Guesthouse** less the cost of food, drink and laundry expenses.

Guest / Guests

Any person paying for overnight accommodation in the **Guesthouse / Bed & Breakfast**.

Guesthouse / Bed & Breakfast

The private dwelling and its domestic outbuilding used for domestic purposes and also as a **Bed & Breakfast / Guesthouse** establishment with no more than 8 letting rooms and 16 paying **Guests**.

Terms of use include:

- Personal and business use (**Guesthouse / Bed & Breakfast**)
- Main residence

Heave

Upward and/or lateral movement of the site on which **Your Buildings** stand caused by swelling of the ground.

Insured

- The first named party in the Policy **Schedule**.
- Any member of the **Insured's** family permanently residing with him/her.

Insurers / Underwriters

The **insurers** stated in the **Schedule** and Intasure as administrators of the policy.

Landslip

Downward movement of sloping ground.

Light construction

Any domestic outbuilding, with the exception of brick built garages, including sheds, greenhouses, glass conservatories, lean-tos, car ports and pergolas.

Listed buildings

Private dwelling granted Grade II or Grade II* status. In Scotland, **Buildings** granted B and C status.

Listed buildings to be of:

- **Standard construction**
 - Wattle and daub
 - Lathe and plaster
 - Timber framed
 - Cob

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens held for Personal Use or in connection with **your** business as a **Bed & Breakfast / Guesthouse** at the insured premises.

No Claims Bonus/Discount

Policies will be allowed a discretionary discount for claims free periods of up to three years or more. In the event of a claim this discount will be removed and subsequent premiums will increase.

Policyholder/You/Your

The person(s) named as the Policyholder in the **Schedule**.

Portable computer(s)

Computer, laptop, iPad, netbook, notebook, tablet, eReader.

Property

Material property.

Schedule

The current **Schedule** issued by **Us** as part of **Your** Policy shows details of the **Policyholder**, the **Property** insured, the period of insurance and which sections of the Policy apply.

Single article limit

The maximum amount to be paid on any one item of **Contents** is £3,000 unless otherwise shown in the **Schedule**. The maximum amount to be paid on any one item of Personal Effects and **Valuables** section 3 is £3,000 unless otherwise shown in the **Schedule**.

Standard construction

Built of brick, stone or concrete, and roofed with slate, tile, asphalt, metal or concrete. Flat or pitched roof with standard foundations.

Stock

Stock and materials in trade including raw materials work in progress finished goods and goods in trust belonging to the **Insured** or for which the **Insured** is legally responsible.

Definitions (applicable to Sections 1 to 6)

Subsidence

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

Swimming pools / Hot tubs / Jacuzzis

Privately owned **Swimming pools/Hot tubs / Jacuzzis** – for the sole use of **You** and **Your family** or any person lawfully in the **Guesthouse / Bed & Breakfast**. It is further understood and agreed that no cover will apply in respect of **Communal swimming pools**.

Communal swimming pools – Swimming pools used on a shared basis with other property owners.

Unfurnished

The **Guesthouse / Bed & Breakfast** does not have enough furniture to be lived in normally.

Unoccupied

The **Guesthouse / Bed & Breakfast** has not been lived in for 30 days in a row. **Money, Valuables** and credit cards to be removed.

Unspecified Personal Effects and Clothing

Your personal property which is designed to be worn or carried on or about **Your** person taken away from the **Guesthouse / Bed & Breakfast**.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, records, CDs and DVDs, coin, medal and stamp collections, works of art, figurines, vases and furs. **Our** liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance.

In respect of the optional (All Risks) **Valuables** in or away from the home under Section 3 - the maximum amount to be paid on any single item is £3,000 unless otherwise shown in the **Schedule**. The limit of 20% of the **Contents** sum insured does not apply under Section 3.

We/Us/Our

See the definition of **Insurers / Underwriters** whose identity is stated in the **Endorsement** entitled Identity of **Insurers** and whose proportionate liability will be detailed on request.

You/Your family

You, your spouse or domestic partner who lives at the same address as **You** and shares financial responsibilities, your children, parents and other relatives who permanently reside with **You**, including foster and cared for children who may be under the legal guardianship of a Local Authority.

Sum Insured

Standard Buildings

The buildings sum insured will be up to £1m. This will protect the insured against any rebuild cost inflation and remove the danger of under insurance. Properties with a known rebuild value in excess of £1m will be referred to Underwriting.

Grade II Listed Buildings

The sums insured will be adjusted annually in line with the British Royal Institute of Chartered Surveyors.

Index Linking

Contents

The Government's General Index of Retail Prices.

Should this Index not be available another appropriate Index will be used.

Important

Because of regional and national variations in the construction of buildings and cost of materials you should review your buildings sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|---|--|
| <p>A The Basic Cover</p> <p>Loss of or damage to Buildings caused by:</p> | <p>A (i) Damage caused by faulty workmanship or design or defective materials or gradually operating cause.</p> <p>(ii) Damage caused by Guests</p> <p>(iii) Any loss or damage caused as a result of the Property being used for illegal activities.</p> |
| <p>1 Fire, explosion, lightning, earthquake and subterranean fire.</p> | <p>1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.</p> |
| <p>2 Subsidence or heave of the site on which the Buildings stand, or landslip.</p> | <p>2 (a) The first £1,000 of any claim (unless higher excess specified)</p> <p>(b) Damage resulting from coastal or river erosion.</p> <p>(c) Damage resulting from faulty workmanship, defective design or the use of defective materials.</p> <p>(d) Damage resulting from demolition, alteration or repair to the Buildings.</p> <p>(e) Damage resulting from the bedding down of new structures or settlement of made-upground.</p> <p>(f) Damage resulting from the movement of solid floors unless the foundations beneath the external walls of your Guesthouse / Bed & Breakfast are damaged at the same time.</p> <p>(g) Damage to paths, drives, terraces, patios, walls, gates, fences, Swimming pools / Hot tubs / Jacuzzis and tennis courts unless the foundations beneath the external walls of the Guesthouse / Bed & Breakfast are damaged by the same cause, and at the same time.</p> <p>(h) Diminution of market value.</p> |
| <p>3 Smoke.</p> | <p>3 (a) Damage caused by any gradually operating cause.</p> <p>(b) Pollution damage.</p> |
| <p>4 Riot, civil commotion, labour or political disturbances.</p> | <p>4</p> |
| <p>5 Malicious persons or vandals.</p> | <p>5 Loss or damage caused</p> <p>(a) by persons lawfully in the Guesthouse / Bed & Breakfast.</p> <p>(b) whilst the Guesthouse / Bed & Breakfast is Unfurnished.</p> <p>(c) by Guest(s) and or persons accompanied onto the premises by Guest.</p> |

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| We will pay for | We will not pay for |
|---|--|
| <p>6</p> <ul style="list-style-type: none"> • Storm • Flood • Hail • Snow • Avalanche | <p>The amount of any Excess shown in your schedule</p> <p>6 Loss or damage caused</p> <ul style="list-style-type: none"> (a) by subsidence or landslip. (b) by frost. (c) to domestic out-buildings and garages of Light construction, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (d) to Swimming pool / Hot tub / Jacuzzi covers, filtration plants, heaters and pumps. (e) by weight of snow on Buildings of Light construction, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (f) by Guest(s) leaving windows open. (g) by a rise in the water table (the level below which the ground is completely saturated with water). |
| <p>7 Theft or attempted theft.</p> | <p>7</p> <ul style="list-style-type: none"> (a) Loss or damage caused by You or Your family or Guest. (b) Solar panels unless securely fitted to the building in a non-accessible position, £500 Excess will apply. (c) Loss or damage unless following forcible/violent entry. (d) Disappearance by mysterious or undefined circumstances. |
| <p>8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.</p> | <p>8 Damage caused by domestic pets or birds.</p> |
| <p>9 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p> | <p>9 Loss or damage</p> <ul style="list-style-type: none"> (a) to domestic out-buildings and garages of Light construction. (b) caused by wet or dry rot. (c) to the installation itself caused by corrosion or wear and tear. (d) caused by frost/freezing whilst the Property is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the Property is vacated for more than two weeks. (e) to Swimming pools/Hot tubs/Jacuzzis, filtration plants, heaters and pumps and all other ancillary equipment. (f) and We do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water. |

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|---|--|
| <p>10 Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles, causing damage to the Buildings.</p> | <p>10 (a) Damage to hedges, gates and fences. (b) Destruction or damage caused during felling or lopping operations. (c) Removal unless the falling tree, branch, lamp post or telegraph pole has caused damage to the structure of the Bed & Breakfast / Guesthouse at the same time.</p> |
| <p>11 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.</p> | <p>11 Damage to the Fixtures and fittings themselves caused by corrosion or wear and tear.</p> |
| <p>12 Electrical Power Surges Damage caused by electricity to Fixtures and fittings and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents.</p> | <p>12 (a) Damage caused by electricity to Fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus. (b) More than £1,000 any one occurrence, and £3,000 in any one year of insurance.</p> |
| <p>13 Damage to Underground Services Accidental damage to underground services to the Guesthouse / Bed & Breakfast for which You are legally responsible.</p> | <p>13 (a) Damage caused whilst clearing, rodding, or attempting to clear a blockage. (b) Damage caused by rodents / vermin. (c) Blockage in pipes. (d) Damage caused by gradually operating cause. (e) Damage caused by Guests.</p> |
| <p>14 Glass and Sanitary Fixtures Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets, baths, shower screens and fitted ceramic hobs.</p> <p>Limited to no more than £3,000 in any one period of insurance.</p> | <p>14 (a) Damage to or the cost of removing or replacing frames. (b) Breakage of Property not in sound condition. (c) Frost damage. (d) Damage caused by Guests</p> |
| <p>B Temporary Accommodation The reasonable cost of Your personal temporary accommodation in the event of the Guesthouse / Bed & Breakfast being so damaged as to render it uninhabitable by any cause for which indemnity is provided under Section 1A of this Policy.</p> <p>Our liability shall not exceed £25,000 in any one period of insurance.</p> | <p>B</p> |

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| We will pay for | We will not pay for |
|---|--|
| | The amount of any Excess shown in your schedule |
| C Removal of Debris and Demolition Costs Expenses necessarily incurred by You with Our consent in removing debris, dismantling and /or demolishing, shoring or propping up of the portion or portions of the insured Property destroyed or damaged by any peril insured under Section 1 subject to Our liability not exceeding 10% of the Sum Insured on the Buildings in any one period of insurance. | C |
| D Architects and Surveyors Fees / Local Authority Requirements (a) The cost of architects, surveyors and other fees for estimates, plans, specifications suggested by a loss adjuster necessarily and reasonably incurred in reinstatement consequent upon destruction of or damage to the Buildings by any peril hereby insured against, not exceeding the scale of fees laid down by the Royal Institution of British Architects, the Royal Institute of Chartered Surveyors or other appropriate professional institute current at the time of the destruction or damage. Provided that Our liability hereunder shall not exceed £50,000 In any one period of insurance. (b) The cost of meeting building regulations or municipal or local authority bye-laws. | D (a) Fees for preparing any claim (b) Any cost You are legally responsible for paying because of notice served upon You before the date of loss or damage. |
| E Moving Guesthouse / Bed & Breakfast If You are selling the Guesthouse / Bed & Breakfast the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the Guesthouse / Bed & Breakfast is not insured elsewhere. | E |

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| The amount of any Excess shown in your schedule | |
|--|---|
| <p>F Loss of Metered Water and Oil Providing cover by Section 2 - Contents is not in force, loss of metered water or domestic heating oil (for which You are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the Guesthouse / Bed & Breakfast.</p> | <p>F (a) Excluding loss or damage caused while the Guesthouse / Bed & Breakfast is Unfurnished or Unoccupied for a period in excess of 30 days. (b) More than £1,500 for any one claim during any one period of insurance. (c) Swimming pools / Hot tubs / Jacuzzis. (d) Loss or damage caused by frost/freezing whilst the Property is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the Property is vacated for more than two weeks.</p> |
| <p>G Trace and Access We will pay the cost (incurred with our permission) of finding the source of any escape of water or oil from any fixed domestic water services or heating installations within the main building of Your home including subsequent repairs to walls, floors or ceilings.</p> | <p>G (a) More than £2,000 for any one claim during any one period of insurance. (b) The cost of repairing/replacing the pipework. (c) Damage to Swimming pools / Hot tubs / Jacuzzis. (d) Damage to underground services. (e) Loss or damage caused by frost/freezing whilst the Property is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the Property is vacated for more than two weeks.</p> |
| <p>H Emergency Access Damage to Your Guesthouse / Bed & Breakfast caused by forced access to attend a medical emergency or an event which could result in damage to the Guesthouse / Bed & Breakfast.</p> | <p>H</p> |

Section 1 - BUILDINGS

Accidental Damage Cover

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any Excess shown in your schedule

1 Accidental Damage to the Buildings

Applicable only when **Property** is occupied by the **Insured** and any member of the **Insured's** family.

- 1 (a) Loss or damage to the **Guesthouse / Bed & Breakfast** or any part of it caused by **Guests**.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **Buildings**.
- (d) Damage caused by subsidence or landslip.
- (e) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (f) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (g) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (h) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (i) **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi** covers.
- (j) Solar panels, wind turbines
- (k) Damage caused by pollution.

Section 1 - BUILDINGS

Accidental Damage Cover Extended to Guests

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

1 Accidental Damage to the Buildings

Loss or damage caused by **Guest(s)**

Limited to £3000 in any one loss.

- 1 (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **Buildings**.
- (c) Damage caused by subsidence or landslip.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (g) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (h) **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi covers**
- (i) Solar Panels, Wind Turbines.
- (j) Damage caused by pollution.

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | | |
|----------|---|--|
| | | The amount of any Excess shown in your schedule |
| | <p>The maximum amount to be paid on any one item of Contents (£3,000) unless otherwise shown in the Schedule.</p> <p>Valuables shall not exceed 20% of the Contents sum insured in any one period of insurance.</p> <p>Entertainment equipment shall not exceed 40% of the Contents sum insured in any one period of insurance.</p> | |
| A | The Basic Cover Loss of or damage to Contents contained in the Guesthouse / Bed & Breakfast and its domestic out-buildings and garages caused by: | A (i) Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause. (ii) Damage caused by Guests . (iii) Any loss or damage caused as a result of the Property being used for illegal activities. |
| 1 | Fire, explosion, lightning, earthquake or subterranean fire. | 1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire. |
| 2 | Smoke | 2 (a) Damage caused by any gradually operating cause. (b) Damage caused by pollution. |
| 3 | Riot, civil commotion, labour or political disturbances. | 3 |
| 4 | Malicious persons or vandals. | 4 Loss or damage caused by (a) Persons lawfully in the Guesthouse / Bed & Breakfast . (b) Whilst the Guesthouse / Bed & Breakfast is Unfurnished . (c) Persons invited into the Guesthouse / Bed & Breakfast by Guests |
| 5 | <ul style="list-style-type: none"> • Storm • Flood • Hail • Avalanche | 5 (a) Damage caused by subsidence or landslip. (b) Damage to Swimming pool / Hot tub / Jacuzzi covers. (c) Contents in the open. (d) Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water). |

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|--|---|
| <p>6 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p> | <p>6 Loss or damage</p> <ul style="list-style-type: none"> (a) caused by wet or dry rot. (b) to the installation itself caused by corrosion or wear and tear. (c) caused by frost/freezing whilst the Property is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the Property is vacated for more than two weeks. (d) and We do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water. |
| <p>7 Theft or attempted theft.</p> | <p>7</p> <ul style="list-style-type: none"> (a) Loss or damage from the Guesthouse / Bed & Breakfast or any part unless involving forcible and violent entry to or exit from the Guesthouse / Bed & Breakfast. Losses due to mysterious disappearances or undefined circumstances will not be covered. (b) Loss or damage by You or Your family or any Guest(s). (c) Loss by deception unless deception is only used to gain entry to the Guesthouse / Bed & Breakfast. (d) Any amount in excess of £2,500 for loss from outbuildings including garages. (e) Contents in the open. (f) Mysterious disappearance. |
| <p>8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.</p> | <p>8 Damage caused by domestic pets or birds.</p> |
| <p>9 Falling trees or branches, lamp posts or telegraph poles.</p> <p>Limited to the cost of removal up to £500.</p> | <p>9</p> <ul style="list-style-type: none"> (a) Destruction or damage caused during felling or lopping operations. (b) Removal unless the falling tree, branch, lamp post or telegraph pole has caused damage to the structure of the Bed & Breakfast / Guesthouse at the same time. |
| <p>10 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.</p> <p>Our liability shall not exceed £1,500 in any one year of insurance.</p> | <p>10</p> <ul style="list-style-type: none"> (a) Damage caused by frost. (b) Damage caused by corrosion of fittings. |

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|--|--|
| <p>11 Electrical Power Surge Damage caused by electricity to appliances and the electrical parts of any apparatus or its accessories caused by shortcircuiting, spontaneous combustion or abnormal currents.</p> <p>Limited to £1,000 any one occurrence, and £3,000 in any one year of insurance.</p> | <p>11 (a) Damage to records, tapes, films, cassettes, discs, cartridges, styli, or computer software. (b) Damage caused by wear and tear or used contrary to the manufacturer's instructions (c) Damage caused by electricity to Fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.</p> |
| <p>12 Breakage of Glass and Mirrors Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the Guesthouse / Bed & Breakfast.</p> <p>Limited to £5,000 in any one period of insurance</p> | <p>12</p> |
| <p>B Contents Away from the Premises The Contents, if and so far as these are not otherwise insured, whilst temporarily removed from the Guesthouse / Bed & Breakfast,</p> <p>(a) loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum Insured on Contents.</p> <p>(b) loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft only.</p> <p>(c) loss or damage during the process of removal and transit following permanent change of Guesthouse / Bed & Breakfast or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.</p> | <p>B (i) Contents outside the country in which the Guesthouse / Bed & Breakfast is situated. (ii) cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection or Valuables). (iii) Guests Contents.</p> |
| <p>C Cash in Meters Loss of cash contained in electricity or gas supply meters, in Your Property or for which You are responsible following violent or forcible entry to the Guesthouse / Bed & Breakfast.</p> <p>Limited to a maximum of £50.</p> | <p>C (i) Loss of cash in external meters of any kind.</p> |

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|---|---|
| <p>D Additional Costs</p> <p>Additional costs of alternative accommodation necessarily incurred by You as occupier if the Buildings are rendered uninhabitable by any of the insured perils, not exceeding 10% of the Sum Insured on Contents of the Building(s) damaged or destroyed.</p> | <p>D</p> |
| <p>E Loss or Theft of Keys</p> <p>The cost of replacing a lock or mechanism in the event of the keys to the locks:-</p> <p>(a) of any external door of the Guesthouse / Bed & Breakfast or</p> <p>(b) of the alarm system or domestic safe, if fitted, being accidentally lost or stolen.</p> <p>Claims are limited to £750 in respect of any one occasion.</p> | <p>E</p> <p>(a) Accidental loss or theft of keys by Guest(s).</p> <p>(b) Cover for theft unless the keys are taken from the private residence of the Insured the Resident Manager or an Authorised Employee.</p> <p>(c) Loss or theft of keys relating to Internal door locks.</p> |
| <p>F Loss of Metered Water and Domestic Fuel</p> <p>Loss of metered water or domestic heating oil (for which You are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the Guesthouse / Bed & Breakfast.</p> <p>Limited to £1500 for any one claim during any one period of insurance.</p> | <p>F</p> <p>(a) Loss or damage caused while the Guesthouse / Bed & Breakfast is Unfurnished or Unoccupied for a period in excess of 30 days.</p> <p>(b) Swimming pools. / Hot tubs / Jacuzzis</p> <p>(c) Loss or damage caused by frost/freezing whilst the Property is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the Property is vacated for more than two weeks</p> |
| <p>G Garden Ornaments and Furniture</p> <p>We will pay the cost of replacing or repairing Your Garden Furniture, unfixed statues and barbeque equipment for loss or damage caused by an insured peril other than Storm, or Flood.</p> <p>Limited to a maximum of £1.500 any one period of insurance.</p> | <p>G</p> |

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|---|---|
| <p>H Pedal Cycles</p> <p>Your pedal cycle(s) and its accessories are insured against loss or damage caused by theft or attempted theft within the boundaries of the Guesthouse / Bed & Breakfast.</p> <p>Limited to £500 per cycle, unless specifically itemised within the all risks section.</p> | <p>H Loss or damage:</p> <ul style="list-style-type: none"> (a) caused by electrical and/or mechanical fault or breakdown (b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time (c) while the pedal cycle is used for racing or is hired or lent to anyone (d) by theft unless in a building or securely locked to an immovable object. (e) to any pedal cycle(s) hired or loaned to any Guest(s) in connection with Your business as a provider of Guesthouse/ Bed & Breakfast Services. |
| <p>I Money</p> <p>The Insurer will indemnify the Insured in respect of loss of or damage to Personal Money and Money held in connection with the Business as detailed below occurring during the Period of Insurance.</p> <ul style="list-style-type: none"> (a) In the Building during Business Hours or whilst in a bank night safe. (b) In transit to and from the Premises whilst in the custody of the Insured or an authorized person acting on behalf of the Insured. (c) In the Insured's private dwelling house or in that part of the Building occupied by the Insured or their resident manager for residential purposes. (d) In the Building whilst left unattended or outside Business Hours and not secured in a locked safe. (e) In the Building whilst left unattended or outside Business Hours and secured in a locked unspecified safe. (f) In the Building whilst left unattended or outside Business Hours and secured in a specified safe. <p>Limited to £500 in any one period of insurance.</p> <p>The Insurer will also indemnify the Insured in respect of damage to</p> <ul style="list-style-type: none"> (a) any strongroom safe till or postal franking machine belonging to the Insured or for which the Insured is legally responsible up to an amount not exceeding the cost of repair or replacement. | <p>I The Insurer shall not be liable for loss from</p> <ul style="list-style-type: none"> (a) shortage due to error or omission. (b) an unattended vehicle. (c) the use of counterfeit Money. (d) damage not within the Territorial Limits. (e) loss of Money not reported to the Police within 24 hours of discovery. (f) garages or outbuildings unless involving forcible or violent entry or exit from the Guesthouse / Bed & Breakfast. Losses due to mysterious disappearances or undefined circumstances will not be covered. |

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| The amount of any Excess shown in your schedule | |
|--|--|
| I (b) clothing and personal effects belonging to the Insured or any partner director or Employee of the Insured resulting from theft or attempted theft of Money subject to a maximum of £500 for any one loss. | I |
| J Freezer contents The freezer and refrigerator Contents are insured against spoilage caused by accidental failure of the freezer and/ or refrigerator; refrigerator fumes escaping from the equipment; accidental failure of the electricity or gas supply. Limited to £1,000 | J Loss or damage (a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority (b) caused by any strike, lockout or industrial dispute. (c) damage to the freezer or refrigerator itself. |
| K Replacement of Title Deeds £1,000 of cover towards the costs of preparing new title deeds for the building should they be lost or damaged as a result of an insured peril. | K |

Section 2 - CONTENTS

Accidental Damage Cover

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|--|--|
| <p>1 Accidental Damage to the Contents, Business Contents and Stock</p> <p>Applicable only when property is occupied by the Insured or family.</p> <p>Our liability in respect of Valuables shall not exceed 20% of the Contents sum insured in any one period of insurance.</p> <p>Handheld computer games and consoles limited to £500.</p> | <p>1 (a) Loss or damage to the Contents of the Guesthouse / Bed & Breakfast or any part of it occupied by paying Guests.</p> <p>(b) The cost of maintenance.</p> <p>(c) Damage caused by settlement or shrinkage of the Buildings.</p> <p>(d) Damage caused by subsidence or landslip.</p> <p>(e) Any loss, destruction or damage which is specifically excluded elsewhere in section 2 - Contents.</p> <p>(f) Damage to personal effects and clothing.</p> <p>(g) Deterioration of food.</p> <p>(h) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.</p> <p>(i) Damage caused by faulty workmanship or design or the use of defective materials.</p> <p>(j) Loss or damage by inherent defect and electrical or mechanical breakdown.</p> <p>(k) Swimming pools / Hot tubs / Jacuzis and Swimming pool / Hot tub / Jacuzzi covers.</p> <p>(l) Damage to Portable computer(s). Unless specified on the Policy Schedule (cover at University specifically excluded).</p> <p>(m) Loss or damage to mobile phones unless specified on the Policy Schedule.</p> <p>(m) Damage to spectacles, contact lenses and corneal lenses.</p> <p>(n) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the Policy Schedule).</p> <p>(o) Loss or damage caused by pollution.</p> |

Section 2 - CONTENTS

Accidental Damage Cover Extended to Guests

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

1 Accidental damage to the Contents, Business

Contents and Stock

Applicable when loss or damage is caused by **Guests**.

Our liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance

Handheld computer games and consoles limited to £500.

Limited to £3000 in any one loss.

1

- (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **Buildings**.
- (c) Damage caused by subsidence or landslide.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 2.
- (g) Damage to personal effects and clothing.
- (h) Deterioration of food.
- (i) Loss or damage by inherent defect and electrical and mechanical breakdown.
- (j) **Swimming pools / Hot tubs / Jacuzzis** and **Swimming pool / Hot tub / Jacuzzi** covers.
- (k) Damage to **Portable computer(s)**. Unless specified on the **Policy Schedule**.
- (l) Loss or damage to mobile phones unless specified on the **Policy Schedule** (cover at University is specifically excluded)
- (m) Damage to spectacles, contact lenses and corneal lenses.
- (n) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the **Policy Schedule**).
- (o) Loss or damage caused by pollution.
- (p) Damage caused by groups of more than 5 persons.

Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS)

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

| | The amount of any Excess shown in your schedule |
|---|---|
| | Loss or damage listed under General Exclusions to Section 2. |
| <p>A Your Personal Unspecified Valuables, Personal Effects and Clothing (worldwide)</p> <p>Accidental loss of or damage to Your Unspecified Valuables, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the Schedule with any single item up to £3,000.</p> <p>Cover is limited to £1,000 for theft from any unattended motor vehicle per claim.</p> <p>Handheld computer games and consoles limited to £500</p> | <p>A Loss or damage:</p> <ul style="list-style-type: none"> (a) to compact discs, cassettes, or records worth more than £100 in total. (b) to sports equipment in the course of play. (c) to equipment and accessories for mountaineering, potholing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skindiving and other watersports. (d) to credit cards. (e) to contact lenses or corneal lenses, spectacles. (f) to any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts. (g) other than by forcible and violent entry in respect of items kept in a car or commercial vehicle unless they are non visible from the exterior and stored in the boot or a concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated. (h) to mobile phones unless specified on the Policy Schedule. (i) to Portable computer(s). Unless specified on the Policy Schedule. (j) to pedal cycles: <ul style="list-style-type: none"> caused by electrical and/or mechanical fault or breakdown <ul style="list-style-type: none"> (i) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the sametime (ii) while the pedal cycle is used for racing or is hired or lent to anyone (iii) caused by theft unless in a building or securely locked to an immovable object. (iv) limited to the specific value on the Policy Schedule. (k) to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the Policy Schedule). (l) to jewellery or watches with a combined value greater than £3,001 unless such items are: <ul style="list-style-type: none"> (i) being worn or, (ii) being carried by hand under the close personal supervision of the Insured, or |

Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS)

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any Excess shown in your schedule

Loss or damage listed under General Exclusions to Section 2.

(iii) deposited in bank or locked safe, unless the **Insured** is staying at an hotel or motel, when such items are to be kept in the main safe of the hotel or motel.

B Personal Money

Limited to £350 in any one period of insurance.

B

- (a) Loss of **Money** not reported to the Police within 24 hours of discovery.
- (b) Loss of **Money** from Garages or outbuildings or held for business or professional services.
- (c) Loss of **Guest(s)** personal **Money**.

Section 4 - BUSINESS INTERRUPTION

Your Schedule tells You if this Section is in force.

What is covered

Indemnity

In the event of loss as a result of interruption of, or interference with the business following loss or destruction or damage to the **Guesthouse / Bed and Breakfast** as a result of: a peril insured against under Section 1 (Buildings) or Section 2 (Contents); or loss, destruction or damage so caused being termed damage for which payment has been made or liability admitted by an **Insurer** under any insurance covering **Your** interest in the **Property** at the hotel against such loss, destruction or damage provided that such damage would not have been excluded by Section 1 (Buildings) or Section 2 (Contents) of this policy.

We will indemnify **You** against loss of **Gross Income** in accordance with the following provisions:

- (a) By paying for the indemnity period the amount by which the **Gross Income** during the indemnity period shall fall short of the **Gross Income** during the equivalent period immediately before the damage
- (b) By paying any reasonable additional expenses incurred in maintaining the **Gross Income** during the indemnity period but not more than the loss avoided under a) less any amount saved during the indemnity period in respect of reduced expenses due to the damage.

For the purpose of this section any adjustment implemented in current cost accounting will be disregarded.

In adjusting the amount paid, all variations or special circumstances affecting the business will be taken into account in order that the amount paid represents as nearly as practicable the results which would have been expected if the damage had not occurred.

If the damage occurs in the first trading year the payment under (a) will be based on the trading figures immediately prior to the loss.

No claim will be payable under this section unless **You**: take all action which may be reasonably practicable to minimize or check any interruption of, or interference with the business to avoid or diminish the loss.

Not later than 30 days after the expiry of the indemnity period (or within such further time as **We** may allow in writing) at **Your** own expense deliver to **Us** in writing a statement setting forth particulars of **Your** claim.

Our liability in respect to Business Interruption shall not exceed £25,000 in any period of insurance, unless otherwise stated on **Your** Policy Schedule.

What is not covered

Damage arising from deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programs or software.

Indemnity will be void if the business is wound up, or continued by a liquidator or receiver, or permanently discontinued without **Our** consent.

Murder or suicide at the **Guesthouse / Bed & Breakfast**.

Section 5 - PUBLIC & PRODUCTS LIABILITY

Your Schedule tells You if this Section is in force.

What is covered

Special Note

For the purpose of this Section only, the Definition of **Policyholder/You/Your** shall include any person or persons who with **Your** permission temporarily occupy the **Guesthouse / Bed & Breakfast**.

The Cover

You will, subject to the Limit of Indemnity, be indemnified against all sums for which **You** may be legally liable to pay as compensation occurring during the Period of Insurance and arising out of ownership of the Premises or in the course of the Business as a **Guesthouse / Bed & Breakfast** accommodation provider in respect of:-

- (a) accidental **Bodily Injury** to any person.
- (b) accidental loss of or damage to material **Property** not belonging to **You** or in **Your** custody or control or any of **Your Guests** or employees occurring on or about the **Guesthouse / Bed & Breakfast**.
- (d) accidental nuisance or trespass, obstruction, loss of amenities or interference with any right of way, light, air or water
- (e) wrongful arrest, detention, imprisonment, or eviction of any person, or invasion of the right of privacy
- (f) anything sold or supplied by **You** (or its container or packaging) due to its nature or condition

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **Schedule** and is in addition to costs and expenses incurred with **Our** written consent.

What is not covered

Exclusions

We shall not indemnify **You** against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (b) for **Bodily Injury** to any person arising out of and in the course of employment or engagement by **You** or **Your family** other than for solely private domestic duties where the maximum amount payable is £5,000,000
- (c) arising out of **Your** employment profession or business other than **Your Guesthouse / Bed & Breakfast**.
- (d) arising out of the ownership of land or **Buildings** other than the **Guesthouse / Bed & Breakfast** detailed in the **Schedule**.
- (e) for loss or damage to **Property** belonging to **You, Your family** or any third party, that is not included in the sum insured in **Your Policy Schedule**.
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- (g) arising from the use ownership or possession of any mechanically propelled vehicle.
- (h) arising from pollution or contamination of any sort and however caused.
- (i) arising out of any incidents where **You** are entitled to indemnity under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome(AIDS) and/or mutant derivatives or variations however caused.
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991 or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If your main residence is in the Republic of Ireland arising from the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

Your Schedule tells You if this Section is in force.

'Sudden and Unintended Pollution'

Although liability in respect of pollution is excluded in general terms from cover under this Policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the Policy is extended to cover liability at law of the **Policyholder** for damages and/or claimants costs in respect of accidental **Bodily Injury** or accidental damage to material property caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **You** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **Schedule**.

Contractual Liability and Indemnity to principal

We will subject otherwise to the terms exceptions conditions and **Endorsements** of this Policy indemnify **You** under any Section against liability in respect of **Bodily Injury** or loss or damage to **Property** as follows:

To the extent that any contract or agreement entered into by **You** with any Principal so requires **We** will:

- (a) Indemnify **You** against liability assumed by **You**
- (b) Indemnify the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in **Us**
 - (ii) the Principal shall observe fulfil and be subject to the terms conditions and **Endorsements** of this Policy so far as they can apply
 - (iii) the indemnity shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any indemnity is provided to any Principal **We** will treat each Principal and **You** as though a separate Policy has been issued to each of them provided that nothing in this clause shall increase the liability of **Us** to pay any amount in respect of any

one claim or during any one period of insurance in excess of the Limit of Indemnity.

Indemnity to other persons

In the event of **Your** death **Your** legal personal representative will be indemnified in respect of such liability incurred by **You**.

Any of **Your** domestic servants will be indemnified in the same manner.

GENERAL CONDITIONS

GENERAL CLAIMS CONDITIONS

1 Action by the Insured

In the event of any loss or damage the **Insured** shall:

- (a) Notify **Us** as soon as practicable, or at most within 21 days of discovery.
- (b) Notify police authorities as soon as practicable of any malicious damage/theft or within 24 hours of discovery or knowledge of same.
- (c) Undertake all steps to minimize the damage and prevent further damage occurring.
- (d) Provide to **Us**;
 - (i) Full information concerning the damage/loss occurs;
 - (ii) All proofs and information made to the claim as may be required/requested;
 - (iii) If requested a statutory declaration of the truth of the claim;
 - (iv) Allow any third party as required by **Us** access to the **Property** and/or full information regarding the loss or damage.

2 Fraud

If the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

GENERAL CONDITIONS

1 Cancellation

Cancelling this Insurance

You can cancel this insurance at any time by writing to **Us**.

We can cancel this insurance by giving **You** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

2 Instalment/Direct Debit

If **You** pay **Your** premium by Direct Debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 1 - Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

3 Conditions Precedent

The due observance of the terms, provisions, conditions and endorsements of this Policy by **You** in so far as they relate to anything to be done or complied with by **You** shall be a condition precedent to **Our** liability to make any payment under this Policy.

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

GENERAL CONDITIONS

GENERAL CONDITIONS

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

4 Other Insurances

(a) Section 1 - Buildings and Section 2 - Contents; Section 3 - Personal Effects and Valuables (All Risks)

If at the time of any damage resulting in a loss under these Sections there be any other insurance effected by **You** or on **your** behalf covering such loss or any part of it, our liability hereunder shall be limited to our rateable proportion of such

(b) Section 5 - Public & Products Liability.

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance **We** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

5 Reasonable Precautions

You shall at all times take reasonable precautions necessary to avoid or reduce any loss.

6 Protection Maintenance

Any protections provided for the safety of the insured **Property** shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Guesthouse / Bed & Breakfast** is left unattended.

7 Changes to Circumstances

You must take all reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** policy.

Please tell **Us** within 14 days of becoming aware of any changes to the information **You** provided when applying for this insurance. Please contact **Us** if **You** require a copy of **Your** Statement of Fact or **Your** **Schedule**.

You must also tell **Us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the **Buildings**. **You** do not need to tell **Us** about internal alterations to the **Buildings**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **Your**

Schedule.

- of any change to the use of the **Home**, e.g. if the **Buildings** are to be lent, let or sub-let.
- of any change to the occupancy of the **Buildings** e.g. if the **Buildings** are to stop being **Your** permanent residence or are to be **Unoccupied** or
- that any member of **Your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **We** are notified of a change, **We** will tell **You** whether this affects **Your** policy, e.g. whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **Your** policy. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by **You** is not complete and accurate **We** may:-

- cancel **Your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

8. Several Liability

The liability of the **Insurers** is several and not joint and is limited solely to the extent of their individual proportions as shown in the Endorsement entitled Identity of **Insurers**. The **Insurers** are not responsible for the subscription of any co-subscribing **insurers** or any other **insurer** or co-insurer who for any reason does not satisfy all or part of its obligations.

9. Financial or Trade Sanctions

We shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the Period of Insurance either **You** or **Us** may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known registered address.

GENERAL CONDITIONS

GENERAL CONDITIONS

After such cancellation We shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- (i) no circumstances that could reasonably be considered as being likely to give rise to a claim under the Policy have been notified to Us by You and
- (ii) no claims have been paid by Us or have accrued and are outstanding awaiting payment in respect of such claims prior to the date on which such prohibition or restriction took effect.

GENERAL EXCLUSIONS

We will not pay for

1 Radioactive Contamination

Any expense, consequential loss, legal liability or any loss or damage to **Property** directly or indirectly 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.
- (c) the use of any explosive nuclear weapon or device or the emission discharge dispersal or escape of fissile material emitting a level of radioactivity.
- (d) the emission discharge dispersal release or escape of any solid liquid or gaseous chemical compound which when suitably distributed is capable of causing incapacitating disablement or death amongst people or animals.
- (e) the emission discharge dispersal release or escape of any pathogenic (disease producing) micro-organism(s) and chemically synthesised toxin(s) (including genetically modified organisms and chemically synthesised toxin(s)).

2 Sonic Bangs

Any loss, destruction or damage directly occasioned by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

4 Terrorism

Damage, liability, cost or expense of whatsoever nature occasioned by or happening through or in consequence directly or indirectly of

- a) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss and
- b) in Northern Ireland
 - (i) riot civil commotion
 - (ii) strikers, locked-out workers or persons taking part in labour disturbances or malicious persons but this shall not apply to Damage by fire or explosion.

This insurance also excludes damage, liability, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism.

In any action suit or other proceedings where We allege that by reason of this definition any damage is not covered by this insurance (or is covered only up to a specified limit of liability) the burden of proving that such Damage is covered (or is covered beyond a specified limit of liability) shall be upon You.

Terrorism means An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

In the event any portion of this clause is found to be invalid or unenforceable the remainder shall remain in full force and effect.

GENERAL EXCLUSIONS

We will not pay for

5 Electronic Date Recognition

Loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

(a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the original Insured or not: or

(b) any change, alteration or modification involving the date change to the year 2000 or other date change, including leap year calculations, by any such computer system, hardware, programme or software of any microchip, integrated circuit or similar device in computer equipment or non-computer equipment or non-computer equipment, whether the property of the original insured or not.

This exclusion applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

6 Property Ownership

The Policy excludes loss and/or damage caused to the **Property** and any **Contents** as a direct result of any dispute over the ownership of the **Property**.

7 Asbestos

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from;

(i) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto

(ii) the presence of asbestos in any building and/or structure and /or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos. It is further agreed that this insurance shall not apply to;

(a) any obligation to defend any claim proceedings or suit brought against the **Insured**

(b) costs or expenses of whatsoever nature as a result of any matter referred to in paragraphs (i) or (ii) above.

The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance of compound containing asbestos or asbestos waste.

SETTLEMENT OF CLAIMS

BUILDINGS

We will at our option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum Insured is not less than the rebuilding cost and the **Buildings** are in good repair.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the additional costs described in paragraphs C and D of this Section 1.

The total amount payable under paragraphs A and B will not exceed the Sum Insured.

If the **Buildings** are not in good repair or if repair or replacement is not carried out **We** will at our option:

- (a) Pay the cost of repair or replacement less a deduction for wear and tear and depreciation
- or**
- (b) Pay for the reduction in market value caused by the loss or damage.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the rebuilding cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

For example, if the Sum Insured represents only one half of the rebuilding cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) The total claim does not exceed £500.
- (b) At the time of a claim the Sum Insured represents more than 85% of the full rebuilding cost and subject to **You** re-valuing the Sum Insured thereafter.
- (c) Cover is provided in addition to Community Insurance.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature colour or design when Damage occurs within a clearly identifiable area or to a specific part.

Total Loss

In the case of a total loss, three estimates would be taken to rebuild the **Property** as detailed on the policy **Schedule** under the limits of the total Sum Insured stated on the **Schedule** and commensurate with the **Property** description provided. Where the insured **Property** is part of multiple properties (blocks of flats) and no communal insurance cover (represented by the criteria of endorsement HH912) is in place the underwriter will award a cash equivalent based on the insured proportion of the total rebuild costs. This would be at the sole discretion of the underwriter.

CONTENTS – Including Personal Effects and Valuables

We will at our option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- (a) The Sum Insured as stated on **Your Schedule**
- (b) Our liability in respect of **Valuables** shall not exceed 20% of the **Contents** sum insured in any one period of insurance
- (c) The **Single article limit** of £3,000 for items of **Contents** within the **Guesthouse / Bed & Breakfast** unless otherwise shown in the **Schedule**
- (d) The **Single article limit** of £3,000 for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **Guesthouse / Bed & Breakfast**.
- (e) Our liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) The total claim does not exceed £500
- (b) At the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **You** re-valuing the Sum Insured thereafter.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature colour or design when Damage occurs within a clearly identifiable area or to a specific part.

SETTLEMENT OF CLAIMS

General

1 Loss of or Damage to Property

In the event of loss of or damage to **Property** likely to result in a claim **You** must:

- (a) as soon as practicable report to the police any theft, malicious damage, vandalism or loss of **Property**.
- (b) Notify **us** by telephone or letter without unnecessary delay.
- (c) At **your** expense provide full details of the claim within 30 days.
- (d) Supply **us** with full details of the claim within 30 days.
- (e) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost **Property** and discover any guilty person.

2 Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- (a) Advise **us** as soon as practicable and as soon as possible provide full written details and assistance as requested by **us**.
- (b) As soon as practicable send to **us** any letter, writ, summons or other legal document issued against **You** and **your family**.
- (c) Not negotiate, pay, settle, admit or deny any claim without **our** written consent.

3 Our Rights

In the event of a claim **We** may:

- (a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged **Property**. No **Property** may be abandoned to **us**.
- (b) Take over and control any proceedings in **your** name for **our** benefit to recover compensation from any source or defend proceedings against **You**.

4 Recovery of Lost or Stolen Property

If any lost or stolen **Property** is recovered **You** must let **us** know as soon as reasonably possible by recorded delivery.

If the **Property** is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage.

If the **Property** is recovered after payment of the claim it will belong to **us** but **You** will have the option to retain it and refund any claim payment to **us**.

5 Governing Law

There is a choice of law for this insurance, but unless **We** agree otherwise English Law applies.

COMPLAINTS PROCEDURE

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

The Managing Director
Intasure
Oakhurst House
77 Mount Ephraim
Tunbridge Wells, Kent
TN4 8BS
United Kingdom

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

Their address is:

Complaints
Lloyd's
One Lime Street
London, EC3M 7HA

Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

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.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

Definition of an Eligible Complainant

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £/€2 million, a charity with an annual income of less than £/€1 million or a trustee of a trust with a net asset value of less than £1 million at the time of the complaint. The FOS will only consider your complaint if you have given Intasure or the underwriter the opportunity to resolve it.

Financial Services Compensation Scheme (FSCS)

All insurers on the Intasure Guesthouse and BB policy are members of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS website: www.fscs.org.uk.

Law Applicable to Contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **You** and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless **You** and **we** agree otherwise, **we** have agreed with **You** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **You** are based, or, if **You** are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **You** are based.

We and **You** have agreed that any legal proceedings between **You** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **You** are based, or, if **You** are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **You** are based.

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm.

CLAIMS: 01371 829 276 Kelly Adjusters Limited





ENQUIRIES: 0345 1110670
Monday - Friday 9am - 5.30pm
CLAIMS: 01371 829 276 Kelly Adjusters Limited

Intasure
Oakhurst House
77 Mount Ephraim
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TN48BS