

Chelsea Insurance BROKERS

JEWELLERY, FINE ART, HOME CONTENTS **& HOME CONTENTS IN STORAGE INSURANCE**

1

POLICY WORDING

Coverholder at LLOYD'S



JEWELLERY, FINE ART, HOME CONTENTS & CONTENTS IN STORAGE INSURANCE

Policy Wording

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Introduction

Thank you for choosing Chelsea Insurance Brokers to arrange this insurance cover for you. We are approved as a Lloyd's coverholder under delegated authority from the Channel Syndicate. This policy is underwritten by the Channel Syndicate at Lloyd's, the world's leading insurance market.

Your policy

This policy contains details of the cover we have arranged for you based on the information you have provided. Please read this wording, together with any endorsements and the schedule, carefully. If anything is not correct or is unclear, please inform us as soon as possible.

Broker contact

If you are in any doubt about what your policy does or does not cover, then do contact us:

- Email: team@chelsea-insurance.co.uk
- S Telephone: 020 7937 9092
- Website: www.chelsea-insurance.co.uk

What Cover is included?

This policy wording has 5 Sections covering distinct items and covers:

- 1. Jewellery Stand-alone Policy
- 2. Fine Art Stand-alone Policy
- 3. Home Contents
- 4. Home Contents In storage
- **5.** Your liabilities

Depending on what policy you have chosen, not all Sections of this policy may apply to you.

The cover you have selected will be shown on your schedule and is subject to the terms, conditions and exclusions set out in this policy document.

How much to insure for?

It is up to you to make sure that the amounts you insure for represent the full replacement costs as new of the contents concerned. Remember, if you underinsure, claim settlements may be reduced proportionately. You can change your Sums Insured at any time – you do not have to wait for renewal. There may be an additional premium to pay which will be discussed with you.

DATA PROTECTION

Your personal information notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and meets your legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request. Please see: www.chelsea-insurance.co.uk/privacy-policy/

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your in-formation. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us:

- Email: team@chelsea-insurance.co.uk
- S Telephone: 02079379092
- Website: www.chelsea-insurance.co.uk
- Ø Address: 85 Tottenham Court Road, London W1T 4TQ

GENERAL DEFINITIONS

Where the following words appear in bold in this insurance contract, they will have the meanings shown below:

Amount Insured – The most we will pay as shown in the schedule.

Damage – Physical damage or destruction of the insured items.

Endorsement – A change to the terms of the policy agreed by us in writing to you.

Home – The private residence at the address shown in your schedule.

Period of Insurance – The time for which this policy is in force as shown in your schedule. **Schedule** – The schedule is part of this insurance and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.

We/Us/Our – The Insurer stated in the schedule and Chelsea Insurance Brokers as administrators of the policy.

You/Your/Insured – The person or persons named in the schedule and all members of your family who permanently live in the home.

Cyber – Any risk where the losses are cyber-related, arising from either malicious acts (e.g. cyber-attack, infection of an IT system with malicious code) or non-malicious acts (e.g. loss of data, accidental acts or omissions) involving either tangible or intangible assets.

JEWELLERY, FINE ART & ANTIQUES DEFINITIONS

Jewellery – Jewellery, watches or gold which belong to you or for which you are legally responsible.

Pair or Set – Items forming part of a pair or set, and such shall be considered together as one (1) item;

Fine Art and Antiques – Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability all of which belong to you or for which you are legally responsible.

HOME CONTENTS & PERSONAL POSSESSIONS DEFINITIONS

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

Contents include:

Household goods, clothing and personal property, all of which belong to you or for which you are legally responsible.

Contents DO NOT include:

- **K** Money, bank cards, gold or jewellery and watches within contents;
- X Motor vehicles, bicycles, caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories;

- **K** Any living creature;
- **X** Any part of the buildings;
- X Any property held or used for business purposes;
- **X** Any property insured under any other insurance;
- **X** Landlords fixtures and fittings.

Personal possessions include:

- ✓ Luggage
- \checkmark Clothing
- \checkmark Mobile phones (limited to £1,000 unless specified on the policy)
- \checkmark Portable electronic gadgets (limited to £1,000 unless specified on the policy)
- \checkmark Sports, musical, camping and photographic equipment
- \checkmark Bicycles (limited to £500 per cycle)

Personal possessions DO NOT include:

- **X** Jewellery, watches or fine art unless specified in your schedule;
- **K** Contact or corneal lenses or hearing aids unless otherwise specified in the schedule;
- **X** Any property insured under any other insurance.

Domestic Employee – Any person who carries out paid domestic duties for you within your home and/or it's gardens, other than in connection with your business.

Change in circumstances

You must tell us within 30 days as soon as you know about any of the following changes:

- You are going to move home permanently;
- Your occupation changes;
- If you or anyone insured by the policy becomes declared bankrupt or is the subject of any bankruptcy proceedings, county court judgment or been convicted of, or have any prosecutions pending for any criminal offence (other than a minor driving offence);
- Any increase in the value of your contents.

When we are notified of a change, we will tell you whether this affects your policy. For example, whether we are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium.

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 this policy.

If you do not tell us about changes or deliberately provide incorrect information, we may reject payment of a claim or a payment could be reduced. In some circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

HOME CONTENTS IN STORAGE DEFINITIONS

Individual Self Storage Unit – An individual lockable unit, where only you have access to it, in a purpose built storage facility.

GENERAL CONDITIONS

Home security

You must ensure that all physical protections notified to us on your Proposal Form, or subsequently are operational whenever your home is left unattended.

Duty of care

You must take all reasonable care and measures to protect any Item Insured and to maintain them in a good state of repair and proper condition. In the event of a claim, You must take reasonable steps to aid in the recovery of any item that has been lost. If You do not, We will not have to pay any claim.

Reporting a claim

As soon as you know about any incident or circumstance that may result in a claim against you or a claim under your policy, you must:

- take all reasonable steps and precautions to prevent further damage or other loss covered by your policy;
- immediately tell the police about any loss or damage relating to crime and get a crime reference number within 24 hours. If you are staying in a hotel you must immediately inform the hotel management.

Cancellation/cooling off

You are entitled to cancel this contract of insurance within 14 days of either the date you receive this contract of insurance or the start of the period of insurance, whichever is the later, and receive a full premium refund.

If you cancel after this date, We will refund any premium paid for the remaining Period of Insurance providing that You have not made a claim during the current Period of Insurance. 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. To cancel at any time, please contact us. There are no cancellations charges.

We can cancel this insurance by giving You 21 days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter by recorded delivery to Your last known address shown in the Schedule and will set out the reason for cancellation in this letter.

Non-disclosure and misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This means that all the answers You give and statements You make as part of Your insurance application, including at renewal and when an amendment to Your Policy is required, should be honest and accurate.

If we find that you deliberately or recklessly provided us with false information we may:

- treat this insurance as if it never existed
- decline all claims
- retain any premiums paid

Checking your information

Please be aware, although we may undertake checks to verify your details, it is your responsibility to ensure all information provided by you is accurate and complete. If we are given wrong information you may not be covered, or claims may not be settled in full. If you are uncertain as to what information we require please contact your broker, Chelsea Insurance Brokers.

Fraud Prevention and Detection

You must not act in a fraudulent way. If You or anyone acting for You:

- makes a claim under the Policy, knowing the claim is false or exaggerated in anyway;
- makes a statement to support a claim, knowing the statement to be false;
- submits a document in support of a claim knowing the document to be forged or false in anyway;
- makes a claim for any Loss or Damage which You knew about or deliberately caused.

We

- will not pay the claim and all cover under this Policy will cease;
- will not pay any other Claim which has been or will be made under the Policy;
- may at Our option declare the Policy void;
- may cancel the Policy with effect from inception and retain all premiums You have paid; and may inform the police.

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may also access and use this information.

GENERAL EXCLUSIONS

- 1. Radioactive Contamination and Nuclear Assemblies We will NOT pay for:
- **a.** Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- **b.** Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. 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.

- 3. Existing and Deliberate Damage We will not pay for loss or damage:
- Occurring outside of the period of insurance;
- Caused deliberately by you or any person lawfully in the home.

4. Pollution or Contamination

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or •
 When 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 home, and
- Reported to us not later than 30 days from the end of the period of insurance, in which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

6. Cyber Attack

This clause shall be paramount and shall override anything in this insurance inconsistent therewith.

In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from:

- 1. the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or
- 2. the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

7. Terrorism

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism. For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

8. Confiscation

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement unless specified otherwise.

10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused you to claim, except where that loss or damage is expressly included within this insurance.

11. Wear and Tear

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where 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, we may cancel this policy immediately by giving you written notice at your last known address. If we cancel the policy, we will refund premiums already paid for the remainder of the current period of insurance, provided no claims have been paid or are outstanding.

13. Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

SECTION 1: JEWELLERY

1.1 What is covered

We will insure the insured items as described in the schedule against physical Loss (including theft) or physical damage up to the amount insured anywhere in the world during the Period of Insurance, subject to the terms, exclusions and conditions shown below.

At home

Single items over £10,000 and collections over £40,000, must be kept in a Suitable safe when not being worn or carried in your close personal custody and control.

Away from Your Home

All item(s) insured must be either:

- a. worn by You, or
- **b.** carried under Your close personal control
- c. kept in a Suitable Safe

Staying at the hotel/motel

When your jewellery is not being worn or carried in your close personal custody and control the following conditions apply:

Single items or collections up to £10,000 must be kept either

- in the room safe that is bolted to the floor or a wall
- or in the main hotel safe

Single items and collections over £10,000 must be kept

• in the main hotel safe

1.2 What is NOT covered

- Any routine repair, servicing, inspection, maintenance, cleaning, alteration or restoration costs;
- Loss or damage caused by or resulting from natural ageing, wear and tear, gradual deterioration, inherent or latent defect, rust or oxidation, moth or vermin, other than Loss or Damage resulting from wear and tear or mechanical derangement to a clasp, setting or other fastening, carrier or container;
- Scratching, denting or cosmetic only damage;
- Any costs covered by any manufacturer's guarantee or warranty;
- Any theft from an unattended motor vehicle;
- Mechanical fault or breakdown;
- Any unexplained disappearance of any Item Insured;
- Loss or damage from theft from Your home unless there is physical evidence of violent and forcible entry into, or exit from, Your Home;
- Loss of or damage to gems or repairs to settings to any Item Insured valued in excess of £15,000 unless such insured item(s) has been examined and valued at Your expense every three (3) years. Written confirmation has to be obtained confirming the value and that all settings are in good order and no overhauling is required;
- Loss of or damage from theft or attempted theft of insured item(s) that are contained within a Safety Deposit Box unless there is physical evidence of violent and forcible entry into, or exit from the buildings within which the Safety Deposit Box is kept.

Suitable safe

Safes are normally awarded a 'cash rating' which indicates the maximum level of cash that should be held within. The cash rating will be based on the safe's ability to

withstand fire and attack. For most safes, the awarded cash rating can be multiplied by ten in order to find the equivalent valuables limit e.g. Cash rating £3,000 =

valuables rating £30,000. Please contact us and we will advise you on the type of safe that is best for your needs.

What should a watch be insured for

In respect of watches purchased from new, You should insure for the full replacement value in the UK.

In respect of watches purchased second hand You should insure for the amount to replace the item with a one of a similar age and value in the UK.

In respect of inherited items, You should insure at the value determined by an independent valuation as below.

What should jewellery be insured for

In respect of Jewellery You should insure the item(s) for the full replacement value as new in the UK.

Proof of ownership and value

You must provide a proof of ownership and value of the item within 3 days of the start date of the policy as shown in the Schedule, the date the item(s) is added to the policy, or the date the item(s) is re-valued. (unless otherwise agreed by us)

This may be provided in one of two ways:

- 1. Formal valuation conducted by:
- Member of NAJ Institute of Registered Valuers
- Member of the Goldsmith Hall (London)
- Association of Independent Jewellery Valuer
- Member of the National Association of Jewellers
- Tiffany's / Cartier or other leading fin e jewellery brand

This valuation must not be more than three (3) years old and contain your name, date and details of the jeweller

2. Purchase receipt or fin ancial transaction if the item has been purchased in the last 12 months. You must retain the original documents for valuations and proof of purchase as outlined above as you will be required to produce them in the event of a claim.

1.3 How we deal with a claim

In the event of a claim or possible claim under this policy, these are the steps you should take:

1. Inform the Police within twenty four (24) hours of discovery if the insured item(s): (a) is stolen, or

(b) is damaged following theft or robbery, malicious acts, vandalism, violent disorder, riots or civil commotion

- 2. Submit our claim form at: http://chelsea-insurance.co.uk/file-a-claim
- 3. Provide us with an evidence of value for all insured items involved in a claim
- 4. Any loss must be reported to: <u>https://www.reportmyloss.com/uk/register</u>
- **5.** You shall not authorise the repair or restoration of any damaged item without our written agreement
- **6.** Once you have told us about your claim, we will acknowledge your claim and our dedicated claim manager will contact you with further instructions within 48 hours.

If Your claim has been agreed by us, We will decide whether We will:

- a. have Your item repaired or restored, and by whom
- **b.** replace Your item with one of comparable quality
- c. offer You a cash settlement
- d. provide GEM card when value is under GBP £2,500

The maximum we will pay will be the sum insured on your schedule.

In the event that We agree to a Cash settlement, the amount We will pay will not exceed the amount it would have cost Us to replace the item with one of equal quality.

We will have the option to use one of our suppliers to validate the loss or repair.

We may appoint an independent claims assessor to investigate your claim. If so, we will share your contact details with them so they can contact you direct.

We may also arrange for the damage or loss to be reviewed by a jewellery expert – their aim will be to help us agree a fair settlement with you. We will reimburse any costs you may have incurred with our prior approval.

Once the agreed Settlement amount has been transferred to your bank account, You will not be entitled to claim for the same Item Insured again.

Pair or set

If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment we make will take account of the increased value and any proportionate depreciation due to the loss or damage.

SECTION 2: FINE ART, COLLECTABLES & ANTIQUES

2.1 Special definitions for this section

Art and collections

Art, antiques and collectibles of particular value due to their age, style, artistic merit or collectability all of which belong to you or for which you are legally responsible, including: $\sqrt{}$ furniture

- \checkmark paintings, drawings, etchings, prints and photographs
- √ tapestries and rugs
- √ manuscripts
- \checkmark porcelain and sculptures
- \checkmark stamps or coins
- \checkmark gold, silver, and gold- and silver-plated items
- \sqrt{clocks} and barometers
- √ books
- √ wine
- \checkmark dolls and toys
- √ memorabilia
- \checkmark medals and militaria
- \checkmark furs and guns
- \checkmark musical instruments

We do not include jewellery, watches, gemstones, gold bullion and precious metals held as commodities within this definition.

Additional cover

New possessions: We will increase the total amount insured by up to 25% to cover any items you acquire during the period of insurance. We will only do this if you tell us about the new possession within 30 days of acquisition and pay any extra premium due.

Death of the artist: We will increase the amount insured for any item listed in the specification by up to 100% if the artist dies during the period of insurance.

We will only do this for the six months immediately following the death of that artist and provided you can produce an independent professional valuation or a purchase receipt which is not more than three years old at the time of any physical loss or physical damage we have agreed to pay. You must be able to prove the increased value if you make a claim for that item.

We will also reimburse you for any costs or expenses you have paid but are unable to recover on works of art and collections commissioned by you which remain incomplete at the time of the artist's death.

We will only do this if the artist dies during the period of insurance and you are legally entitled to a refund of such costs or expenses.

If you are unable to provide evidence of the costs or expenses that are legally due to you or a professional valuation or purchase receipt and proof of increased value, then this extension will not apply.

Defective title: If, during the period of insurance, someone claims that an item of specified art and collections is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it, or the value shown in the specification if this is less. We will not pay for any physical loss or physical damage caused by Defective Title.

We will only do this if you:

- 1. bought the item during the period that the art and collections have been insured with us;
- 2. tell us about the claim during the period of insurance; and
- 3. made reasonable enquiries about the item's provenance before you bought it.

We do not cover any items you inherit or that were given to you.

2.2 What is covered

We will cover your art and collections against physical loss or physical damage which happens within UK during the period of insurance.

2.3 What is NOT covered

We do not cover:

- 1. Loss or damage caused by wear and tear, rust or oxidation, moth or vermin, inherent defects, warping or shrinkage, or anything which happens gradually;
- 2. Mechanical or electrical faults or breakdown;
- 3. Breakage of strings, reeds, drum skins & brittle items;
- 4. Any theft from an unattended motor vehicle.

2.4 How we deal with a claim

Your schedule will show you the maximum amount we will pay for each agreed claim, along with any limits for any item, pair or set. This amount will be shown as an amount insured. We will not pay the cost of preparing a claim.

If the item is partly damaged, you may decide whether we repair, replace or pay the loss in value of the damaged item.

All items of your collection, pairs or sets must be specified individually. Any items that have not been individually specified will be not covered under this section. Unspecified items of your collection can be covered under section 3.

In the event of a claim or possible claim under this policy, these are the steps you should take:

- **1.** Inform the Police within twenty four (24) hours of discovery if the insured item(s):
- (a) is stolen, or (b) is damaged following theft or robbery, malicious acts, vandalism, violent disorder, riots or civil commotion;
- 2. Submit our claim form at: http://chelsea-insurance.co.uk/file-a-claim;
- 3. Provide us with an evidence of value for all insured items involved in a claim;
- **4.** You shall not authorise the repair or restoration of any damaged item without our written agreement;
- **5.** Once you have told us about your claim, we will acknowledge your claim and our dedicated claim manager will contact you with further instructions within 48 hours.

We may appoint an independent claims assessor to investigate your claim. If so, we will share your contact details with them so they can contact you direct.

We may also arrange for the damage or loss to be reviewed by an art expert – their aim will be to help us agree a fair settlement with you. We will reimburse any costs you may have incurred with our prior approval.

Loss in value: If we repair any damaged specified item, we will also pay for any loss in value. The most we will pay in total is the value shown for that item in the specification agreed by us and held by us or your insurance broker.

Destruction: If any specified item is lost or destroyed, we will pay the value shown for that item in the specification agreed by us and held by us or your insurance broker.

Pair or set: If any items which have an increased value because they form part of a pair or set are lost or damaged, any payment we make will take account of the increased value and any proportionate depreciation due to the loss or damage.

SECTION 3: HOME CONTENTS & PERSONAL POSSESSIONS

3.1 What is covered

We will insure your contents at the property shown in your schedule against physical loss or physical damage which happens during the period of insurance.

The schedule includes cover for your personal possessions and we will insure them while at your home and while temporarily removed for no longer than 60 consecutive days anywhere else in the world.

3.2 Jewellery

Jewellery items, pairs or sets worth more than £2,500 must be specified individually and covered

under Section 1. Any items valued less than £2,500 will be covered as unspecified items. Physical Loss or physical damage away from your home is covered if the jewellery item insured is being worn by you; or being carried under personal custody and control or in a locked Suitable safe.

3.3 Fine Art

Fine art items, pairs or sets worth more than £5,000 must be specified individually and covered under Section 2. Any items valued less than £5,000 will be covered as unspecified items.

3.4 What is NOT covered

We do not cover:

- 1. loss or damage caused by wear and tear, rust, rot, fungus or mould, normal settlement or anything which happens gradually;
- 2. pollution or contamination;
- 3. cleaning, repair, renovation, restoration or any similar process;
- 4. theft or attempted theft unless violence and force are used to enter or leave the buildings;
- 5. faulty workmanship or design, or the use of unsuitable or faulty materials;
- 6. mechanical or electrical faults or breakdown;
- 7. loss caused by you not receiving goods or services you have paid for
- 8. loss of or damage to an item being transported unless it is adequately packed and secured well enough given the nature of the item and how it is transported;
- 9. loss or damage from, in or on any unattended motor vehicle;
- **10.** if you let any part of your home to a lodger, loss or damage caused deliberately by your lodger;
- **11.** theft or attempted theft unless violence and force are used to enter or leave the building;
- **12.** personal possessions used for any business activity;
- **13.** electronic data.

3.5 How we deal with a claim

Your schedule will show you the maximum amount we will pay for each agreed claim, along with any limits for any items. This amount will be shown as an amount insured. We will not pay the cost of preparing a claim.

We will decide whether to repair or replace the item or pay you the replacement cost. The maximum we will pay will be the sum insured on your schedule.

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

- the sum insured as stated on your schedule
- the single item limit of £5,000 for items of contents within the home unless otherwise shown in the schedule
- the single item limit of £1,500 for handbags and furs, unless specified on the schedule
- the single item limit of £5,000 for unspecified Fine Art items
- the single item limit of £2,500 for unspecified Jewellery items

- the single item limit of £1,000 for mobile phones unless specified on the schedule
- the single item limit of £1,000 for portable electronic gadgets unless specified on the schedule

In order for us to deal with your claim you must:

- Inform the Police within twenty four (24) hours of discovery if the insured item(s): (a) is stolen, or (b) is damaged following theft or robbery, malicious acts, vandalism, violent disorder, riots or civil commotion;
- 2. Submit our claim form at: http://chelsea-insurance.co.uk/file-a-claim;
- 3. Provide us with an evidence of value for all insured items involved in a claim;
- **4.** You shall not authorise the repair or restoration of any damaged item without our written agreement;
- **5.** Once you have told us about your claim, we will acknowledge your claim and our dedicated claim manager will contact you with further instructions within 48 hours.

If Your claim has been agreed by us, We will decide whether we will:

- a. have Your item repaired or restored, and by whom
- b. replace Your item with one of comparable quality
- c. pay You the current Market Value up to the sum insured

In the event that We agree to a Cash settlement, the amount We will pay will not exceed the amount it would have cost Us to replace the item with one of equal quality. We will not pay your costs of preparing a claim.

Pair or set

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched

Once the agreed settlement amount insured has been transferred to your bank account, You will not be entitled to claim for the same insured item(s) again.

SECTION 4: HOME CONTENTS IN STORAGE

4.1 What is covered

Loss or damage to your home contents and personal possessions whilst within an individual self storage unit at the Location shown on the policy schedule. Loss of or damage to an item being transported as long as it is adequately packed and secured well enough given the nature of the item and how it is transported. The additional perils covered are explosion, lightning, aircraft, earthquake, riot, civil commotion, storm, flood, burst pipes, impact by road vehicles, sprinkler leakage.

4.2 What is not covered:

• Loss or damage by theft unless caused by forcible and violent entry to or exit from the storage unit in which your contents are located;

- Theft from any unattended motor vehicle;
- Loss or damage to jewellery, fine art and antiques unless specified on the policy schedule;
- Loss or damage to business equipment unless specified on the policy schedule;
- Loss of or damage to an item being transported unless it is adequately packed;
- and secured well enough given the nature of the item and how it is transported Loss of damage to vehicles, including motorcycles and mopeds, caravans, boats and/or trailers;
- Living creatures, plants;
- Loss or damage caused by wear and tear, rust, rot, fungus or mould, normal settlement or anything which happens gradually;
- Loss or damage caused by cleaning, repair, renovation, restoration or any similar process;
- Pollution or contamination;
- Faulty workmanship or design, or the use of unsuitable or faulty materials;
- Mechanical or electrical faults or breakdown;
- Electronic data.

4.3 How we deal with a claim

Your schedule will show you the maximum amount we will pay for each agreed claim, along with any limits for any items. This amount will be shown as an amount insured.

We will not pay the cost of preparing a claim.

We will decide whether to repair or replace the item or pay you the replacement cost. The maximum we will pay will be the sum insured on your schedule.

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

- the sum insured as stated on your schedule
- the single item limit of £5,000 for home contents and personal possessions
- the single item limit of £1,000 for fin e art unless specified on the schedule
- the single item limit of £500 for mobile phones unless specified on the schedule
- the single item limit of £500 for portable electronic gadgets unless specified on the schedule
- the single item limit of £500 for pedal cycles

In order for us to deal with your claim you must:

- 1. Inform the Police within twenty four (24) hours of discovery if the insured item(s): (a) is stolen, or (b) is damaged following theft or robbery, malicious acts, vandalism, violent disorder, riots or civil commotion;
- **2.** Submit our claim form at: http://chelsea-insurance.co.uk/file-a-claim;
- 3. Provide us with an evidence of value for all insured items involved in a claim;
- **4.** You shall not authorise the repair or restoration of any damaged item without our written agreement;
- **5.** Once you have told us about your claim, we will acknowledge your claim and our dedicated claim manager will contact you with further instructions within 48 hours.

If Your claim has been agreed by us, We will inform You whether We have chosen to:

- 1. have Your item repaired or restored, and by whom
- 2. replace Your item with one of comparable quality
- pay You the current Market Value which will not exceed the amount insured
 4.

In the event that We agree to a Cash settlement, the amount We will pay will not exceed the amount it would have cost Us to replace the item with one of equal quality **Once the agreed settlement amount insured has been transferred to your bank account, You will not be entitled to claim for the same insured item(s) again.**

SECTION 5: YOUR LIABILITIES

5.1 What is covered

If 'Section 3 – Contents' is covered, you are automatically insured for the following:

- your liability as occupier of the home
- your personal liability
- your liability to your domestic employee(s) (This is not Statutory Employer's Liability)

5.2 What is NOT covered

The following exclusions apply to the liabilities section of the policy:

We do not cover your liability arising from:

- 1. any one accident or series of accidents arising out of any one event, plus the costs and expenses incurred by you with our written consent for more than £5,000,000.
- 2. bodily injury to you or to your employees, unless they are domestic employee(s).
- **3.** loss or damage to property owned or occupied by or in the custody or control of you, other than property for which you as tenant are legally liable to the owner.
- 4. any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
- 5. any caravan.
- 6. any motorised vehicle, quad bike, golf buggy, motorbike under 51cc, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox whilst being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that you must have motor liability insurance.
- 7. any aircraft or watercraft other than what we have defined as watercraft.
- 8. the ownership, possession or use of any unlicensed firearm.
- 9. which you have assumed under a contract and which would not otherwise have attached.
- **10.** bodily injury arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused;

- **11.** any business activity, profession or occupation or any activity carried out on your land that you derive an income from, other than the use of your home as an office for non-manual work;
- **12.** any incident occurring outside the period of insurance;
- **13.** any damages, claimant's costs or expenses arising from libel, slander or defamation.
- 14. any damages for you performing or your failure to perform professional services, including advice, for which you are legally responsible or licensed;
- 15. your liability for punitive fines, penalties or damages;
- **16.** your liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by you;
- 17. any work your employees do for you other than domestic duties;
- **18.** your employees work in the United States of America or Canada, after they have been in either or both of these countries for more than eighty nine (89) days in total during the period of insurance;
- **19.** your liability under the Defective Premises Act for the cost of putting right any fault or alleged fault;
- **20.** your liability arising out of your ownership, occupation, possession or use of any land or building that is not at the address shown in the schedule other than: any land covered under Additional cover 1) Acquired Land; or damage to property for which you as tenant are legally liable to the owner;
- **21.** if you are entitled to payment under any other insurance until such insurance is exhausted;
- 22. any criminal or violent act to another person or their property;
- 23. costs and expenses incurred by you without our written consent;

5.3 How we deal with a claim

Your Liability as Occupier of the Home

We will pay any claim that you become legally liable for as occupier, due to an accident which happens during the period of insurance that causes bodily injury or physical damage to property in or around the home, provided that the claim is not excluded under this section, general conditions and/or the general exclusions.

Your Personal Liability

We will pay any claim that you become legally liable for due to an accident which happens during the period of insurance that causes bodily injury or physical damage to property, provided that the claim is not excluded under this section, the General Conditions and/ or the General Exclusions.

Your Liability to Your Domestic Employee(s)

We will pay any claim that you become legally liable for due to an accident which causes bodily injury or disease to your domestic employee(s), provided that the claim is not excluded under this section, the General Conditions and/or the General Exclusions. The accident must happen during the period of insurance and arise from work the domestic employee(s) are employed to do for you in the territorial limits or whilst on temporary trips abroad.

HOW TO MAKE A CLAIM

When an accident happens, you should take any immediate action you think is necessary to protect your property and belongings from further damage, such as switching off the gas, electricity or water.

If you need to make a claim under this policy, please contact us straight away by calling the claims helpline on: 020 7937 9092 or submitting our claim form at: http://chelsea- insurance.co.uk/file-a-claim

To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the cause and value of any claim.

COMPLAINTS

Unless specifically agreed to the contrary this insurance shall be subject to English Law. Our aim is to ensure that all aspects of your insurance are dealt with promptly and fairly.

If you have any questions or concerns about your insurance or the handling of a claim, you should in the first instance contact us – in all communication please include your Policy Number and best contact details.

Email: team@chelsea-insurance.co.ukWebsite: www.chelsea-insurance.co.ukTelephone: 02079379092Address: 85 Tottenham Court Rd, London, W1T 4TQ

Any complaints should be reported initially to us and we will respond to your complaint within 24 hours. If you wish to complain to the Underwriter please contact:

10 Lime Street London EC3M 7AA Telephone: +44 (0)20 3535 5070 E-mail: complaints@channel2015.com

In the event that you remain dissatisfied with us then you may wish to refer the matter to the Complaints team at Lloyd's. The address of the Complaints team at Lloyd's is:

Complaints, Lloyd's One Lime Street London EC3M 7HA	Telephone: 020 7327 5693 Fax: 020 7327 5225 E-mail: complaints@lloyds.com	
EC3M 7HA	Website: www.lloyds.com/complaints	
Telephone: 020 7327 5693		

In the event that Kensington Insurance Brokers or the Channel Managing Agency Ltd are unable to resolve the complaint to the Insured's satisfaction, or in any event after eight weeks the Insured may be able to refer the matter to the Financial Ombudsman Service if the Insured is an eligible complainant. They can be contacted at:

Financial Ombudsman Service (FOS)

Exchange Tower Harbour Exchange Square London, E14 9SR Telephone: 0800 023 4567 (if calling from landline) or 0300 123 9123 (if calling from a mobile) Email: complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services.

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

2.1. for a Communicable Disease, or

2.2. any property insured hereunder that is affected by such Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.

4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.