



OH22 overseas home insurance
Policy wording

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Introduction

Thank you for choosing **us** to protect your home and personal possessions. **We** hope that the language and layout are clear because **we** want **you** to understand the insurance **we** provide as well as the responsibilities we have to each other. Please read this document, including the **risk details**, and let **your broker** know as soon as possible if any of the details are shown incorrectly.

In return for the premium **you** have paid, **we** agree to insure you in accordance with the terms and conditions of this **policy**.

Please note that some of the words **we** use in this insurance are shown in bold. These words are defined at the back of your **policy**.

General terms and conditions

Cooling off

We will refund **your** premium in full if, for any reason, **you** feel that this insurance is not right for **you**. To receive a full refund **you** need to cancel this insurance within 15 days of the start of the contract (plus postage time) and not have made a claim. If **you** cancel after the first 15 days and have not made a claim, **we** will return any premium **you** have paid for the remaining **period of insurance**.

Cancellation

We can cancel **your** insurance by giving **you** 30 days' notice which will be sent by recorded post to the correspondence address shown in **your risk details**. **We** will only do this for a valid reason. **We** will return any premium **you** have paid for the remaining **period of insurance**.

Information

You must take care when providing any information that **we** ask for and ensure that it is accurate, complete and up to date. **You** must also tell **your broker** if this information changes. If **you** are in any doubt, please talk to **your broker**. **We** will tell **you** if a change in information affects **your** insurance.

If **you** deliberately or recklessly gave **us** false information **we** will treat this insurance as if it never existed and decline all claims.

If **you** acted carelessly when giving **us** **your** information several things could happen:

1. if **we** provided insurance cover that **we** would not otherwise have offered, **we** will treat this insurance as if it had never existed. If this happens, **we** will give **you** back **your** premium.
2. if **we** would have insured **you** on different terms, **we** will amend this insurance retrospectively and apply these amended terms to the claim. This could result in a particular claim or loss not being covered.

If **we** do any of the above, **we** or **your broker** will write to **you** explaining why this is happening. If **you** disagree with what **we** are doing, please tell **your broker**.

Correct amounts insured

You must ensure that the **amount insured** represents the full value of the property insured.

1. For **buildings**, the full value is the estimated cost of rebuilding the **buildings** to the same specification, including fees and expenses. This is not the same as the market value.
2. For **tenant's improvements** and **contents**, the full value is the cost to repair or replace the items as new.
3. For items in your **collection** that are not listed individually in a schedule held by **your broker**, the full value is the current market value.

Reasonable care

You must always try to prevent accident or injury and protect **your** property against loss or damage. If **you** do not and this results in a claim **we** may reduce the amount of any payment **we** make or make no payment under this **policy** for that claim.

We will pay the reasonable and necessary additional expenses incurred by **you** to avoid or reduce a loss insured under this **policy**. However, **we** will not pay more than the amount of loss that has been avoided or reduced.

Building works and unoccupancy

You must let **us** know:

1. If **your home** is going to be **unoccupied**;
2. before **you** have any work to extend, renovate, build or demolish any part of the **buildings** if the estimated cost of this work is more than GBP 50,000/EUR 50,000. **You** must tell **us** or **your broker** at least 30 days before this work starts so that **we** can assess any potential increase in the risk of **your home** being damaged.

We will tell **you** if any of the above events affect **your policy**. For example **we** may:

- a. be unable to continue insuring **your home**;
- b. require **you** to pay more for **your** insurance; or
- c. amend the terms of **your policy**.

Governing law

This **policy** is governed by English law and any disputes will be dealt with in the courts of England and Wales.

Fraud

If **your** claim is in any way dishonest, exaggerated or fraudulent then **we** will:

1. tell **you** that **we** are terminating **your policy** and back date the termination to the date of the fraud;
2. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud;
3. not return any premium.

If **we** have paid any claims after the date of any fraudulent act **you** must pay **us** back.

Multiple insureds

The most **we** will pay is the relevant **amount insured** shown in the **risk details**.

If more than one insured is named in the **risk details**, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

Unless **you** have advised **us** otherwise, **we** will pay each person named in the **risk details** their respective share of the claim.

How to make a claim

You must:

1. tell **us** or **your broker** as soon as possible if something has happened which may result in a claim. If a crime has been committed, **you** must also tell the police;
2. not admit responsibility or make an offer of payment without **our** written permission;
3. prove that **your** loss has happened and give **us** all the co-operation **we** need to investigate **your** claim.

If **you** fail to comply with any of the above obligations **we** may reduce any payment **we** make. If **you** are being held responsible for causing an injury or damage to property, **we** may take over and deal with the defence or settlement of any claim in **your** name. **We** may start recovery proceedings in **your** name. **You** must give **us** all the assistance **we** need to do this.

General exclusions

What is not covered

The following exclusions apply to the whole of **your policy**. There are more specific exclusions which are shown in the sections to which they apply.

We do not cover claims:

1. arising out of a deliberate act by **you** or anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by **employees**;
2. directly or indirectly arising from:
 - a. biological or chemical contamination which is caused by an act of terrorism; or
 - b. any nuclear reaction, nuclear radiation or radioactive contamination;
 - c. war or civil war, invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power;
3. due to the deliberate actions of any government or public or local authority;
4. that would be covered under another insurance if this **policy** did not exist;
5. directly or indirectly arising from any communicable, infectious or contagious disease or fear or threat of such disease, including any related variation, strain, virus, complex or syndrome;
6. arising out of a **social engineering communication**.

Section 1 – your home and contents

Your risk details will show if **your buildings** and **contents** are insured by this **policy**. All the general terms and definitions apply to this section. Some extra exclusions for this section are also shown below.

What is covered

We will insure the property shown in **your risk details** against physical loss or physical damage which happens during the **period of insurance**.

If **your risk details** includes cover for **your contents** **we** will insure them while at **your home** and while temporarily removed anywhere else in the world.

Additional cover

Finding a leak

We will pay the costs incurred to find and access a:

1. domestic heating fuel leak within **your home** or a water leak from **your** plumbing or heating system which is likely to cause damage to the **building** or **your contents**;
2. water leak from the underground service pipes serving **your home** for which **you** are legally responsible.

We will also pay the cost to make good any damage caused by the above work.

The leak must happen during the **period of insurance** and the most **we** will pay is GBP 15,000/EUR 15,000.

New possessions

We will insure any items **you** acquire during the **period of insurance**. **We** will allow an increase in the **amounts insured** for **contents** of up to 10% to cover such items. **We** will only do this if **you** tell **us** or **your broker** about the new possessions within 90 days of acquisition and pay an extra premium.

How much we will pay

Your risk details will show **you** the maximum amount **we** will pay and any **excess** for each agreed claim.

We will pay up to the **amount insured** unless limited below. The **amount insured** applies to each loss and will be automatically restored to the full amount after **we** pay a loss.

Buildings

We will pay, up to the **amount insured**, the cost of rebuilding or repairing the damaged **buildings** including the following reasonable necessary fees and expenses:

1. fees to architects, surveyors and consulting engineers;
2. the cost of clearing the site and making the **buildings** safe; and
3. the cost of doing anything required by any government or local authority. This applies only if:
 - a. **you** received notice of the requirement after the damage happened; and
 - b. the **buildings** were originally built in-line with any government and local authority regulations in force at that time.

For **tenant's improvements** **we** will decide whether **we** repair or replace the damaged parts.

These fees and expenses are included within, and are not in addition to, the **amount insured**.

Contents

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost. **We** will not deduct any amount for wear and tear.

Specific limits

For a covered loss to the following types of **contents**, **we** will not pay more than the amounts shown, unless a higher amount is shown in the **risk details**. These specific limits do not increase the amount of coverage on **your contents** or on any item covered elsewhere in this **policy**.

The most **we** will pay for each loss of:

1. **valuables**, gold, silver, and gold- and silver-plated items is GBP10,000/EUR 10,000;
2. rowing boats, dinghies and sailboards is GBP10,000/EUR 10,000;
3. trailers and non-motorised horseboxes is GBP10,000/EUR 10,000;

4. quad bikes, motorbikes and golf buggies is GBP10,000/EUR 10,000;
5. home office supplies is GBP10,000/EUR 10,000.

Full payment

If **we** pay the full **amount insured** for an item, pair or set, **we** will then have the right to take possession of it.

Recovered property

If **we** recover any of **your** property after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **risk details** and **you** can buy it back from **us** within 60 days of receiving **our** letter. **We** will charge:

1. the amount **we** paid for **your** claim plus compound interest and loss adjustment and recovery expenses; or
 2. the fair market value of the item at the time **we** recover it;
- whichever the lesser.

What is not covered

The following extra exclusions apply to the whole of this section.

We do not cover:

1. loss or damage caused by:
 - a. anything which happens gradually, including smoke, rising damp, wear and tear, inherent defect, rust or oxidation, **normal settlement**, warping or shrinkage, rot, fungus, mould or infestation;
 - b. chewing, scratching, tearing, denting, vomiting or fouling by **your** pets;
 - c. moths, insects, rats, mice, squirrels, rodents or other vermin;
 - d. pollution or contamination;
 - e. storm or flood to gates or fences;
 - f. water from **your** internal plumbing system while **your home** is **unoccupied**. This exclusion shall not apply if the heating throughout **your home** is maintained at a minimum temperature of ten degrees centigrade or **you** shut off and drain **your** internal plumbing system;
 - g. **subsidence, heave or landslip**; or
 - h. coastal or river erosion.
2. the cost of maintenance or routine redecoration.
3. mechanical or electrical faults or breakdown.
4. quad bikes, motorbikes, golf buggies, rowing boats, dinghies or sailboards while they are being used.
5. loss caused by **you** not receiving goods or services **you** have paid for.
6. earthquake or fire following earthquake.

**Section 2 –
collections
and valuables**

Your risk details will show if **your collections** and **valuables** are insured by this **policy**.

All the general terms and definitions apply to this section. An extra condition and some extra exclusions for this section are also shown below.

What is covered

We will insure **your collections** and **valuables** at your **home**, unless otherwise shown in **your risk details**, against physical loss or physical damage which happens during the **period of insurance**.

Basis of valuation

Listed items	For items which are listed individually in the schedule held by us or your broker , the value is the amount insured shown for each item.
Unlisted items	For items which are not individually listed in the schedule held by us or your broker , the value is the market value of the item on the date of loss.

**How much we
will pay**

Your risk details will show **you** the maximum amount **we** will pay and any **excess** for each agreed claim.

Total loss	If an item is lost or destroyed we will pay the value shown in the basis of valuation above.
Partial damage	<p>If an item is partly damaged, we will decide whether we pay the cost of the restoration or pay the value of the damaged item. If we restore it, we will also pay for any loss in value.</p> <p>In the event of partial loss or damage to any item in your collection the amount payable will be the cost and expense of restoration plus any resulting loss in value, calculated as a percentage of, but not exceeding, the value of that item, as set out in the basis of valuation.</p> <p>The most we will pay in total is the value shown in the basis of valuation above.</p>
Pairs and sets	If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment we make will take account of the increased value.
Full payment	If we pay the full amount insured for an item, pair or set, we will then own it and have the right to take possession of it.
Total amount payable	The most we will pay in total for each agreed claim is the amount insured .

Additional cover

New possessions	We will allow an increase in the total amount insured under this section of up to 10% to cover any items you acquire during the period of insurance unless otherwise shown in your risk details . We will only do this if you tell us or your broker about the new possession within 60 days of acquisition and pay an extra premium.
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Condition

If any item of **your collections** or **valuables** is stored at a commercial storage location for more than 30 days **you** must tell **us** or **your broker** as soon as reasonably possible.

What is not covered

The following extra exclusions apply to the whole of this section.

We do not cover:

1. loss or damage caused by or resulting from:
 - a. wear and tear, gradual deterioration, inherent defect, rust or oxidation, warping or shrinkage, rot, fungus, mould or infestation;
 - b. chewing, scratching, tearing, denting, vomiting or fouling by your pets;
 - c. moths, insects, rats, mice, squirrels, rodents and other vermin;
 - d. framing, restoring, retouching or any similar process;
 - e. aridity, humidity, exposure to light or extremes of temperature whether naturally occurring or not. This exclusion does not apply to loss or damage directly resulting from or caused by storm, frost or fire;
 - f. theft or dishonesty committed by any commercial gallery or dealer to whom any item of your collection is entrusted or loaned; or
 - g. any item of **your collection** being confiscated or taken, or deliberately damaged or destroyed, by or under order of any government or public or local authority.
2. mechanical or electrical faults or breakdown.
3. loss from or damage in or on unattended vehicles, unless in the custody of a competent professional carrier.

Section 3 – your liabilities

Your risk details will show if **your** liabilities are insured by this **policy**.

All the general terms and definitions apply to this section. Some extra conditions and exclusions for this section are also shown below.

What is covered

We will cover **you** against any claim for compensation which **you** legally have to pay following an accident which happens during the **period of insurance** anywhere in the world. **We** will pay costs and expenses **we** agree to in advance to defend the claim.

The most **we** will pay for any one accident, including costs and expenses to defend a claim, is the **amount insured**. All claims caused by one accident will be treated as one claim, even if there is more than one person under the definition of **you** who may be legally liable for the accident.

What is not covered

We do not cover:

1. **your** liability for loss of or damage to property which belongs to **you** or is in **your** or **your** employees' care.
2. **your** liability arising out of:
 - a. owning, occupying, using or possessing any land or building not at the address in the **risk details**;
 - b. any activity on **your** land or in **your home** from which **you** derive a revenue, other than **incidental farming** and **your home office business**;
 - c. any motorised propelled vehicle other than domestic gardening equipment, quad bikes, motorbikes under 51cc, golf buggies or wheelchairs;
 - d. any motorised vehicle being used on a public road or in circumstances where any legislation requires **you** to have motor liability insurance;
 - e. any aircraft whether remotely controlled or otherwise;
 - f. any watercraft other than sailboards or surfboards;
 - g. any animal;
 - h. any contract, unless **you** would have been liable by law if the contract had not existed;
 - i. transmission of a computer virus;
 - j. pollution or contamination;
 - k. the provision of any goods or services; or
 - l. any treatment, wrongful specification or professional advice or service by **you** or an employee where rendered to a third-party for a fee.
3. fines and contractual penalties, aggravated, punitive or exemplary damages.

If **you** have employees, the following extra exclusions apply to **your** liability to them:

We do not cover:

1. **your** liability arising out of any work **your** employees do for **you** other than domestic, **home office business** or **incidental farming** duties.
2. Amounts you are legally liable to pay following any judgment or award given or made in the courts of the United States of America or Canada. This exclusion also applies to the enforcement of any such award in any court outside the United States of America or Canada.

Definitions	Words shown in bold have the same meaning throughout this policy and are defined below.
Amount insured	The most we will pay as shown in the risk details .
Broker	The insurance broker who obtained this insurance for you .
Buildings	Any permanent structure used for domestic, home office business or incidental farming purposes, including items that are fixed to and form part of such structure, fixed fuel tanks, service pipes, cables, drains and sewers within the grounds of your home and which belong to you or for which you are legally responsible.
Collection	The collectible items as shown in the risk details .
Computer system	Any programs, computer network, hardware, software, internet-connected device, network-connected device, information technology or communications system, including any email system, intranet, extranet or website.
Contents	Household goods, clothing, personal property and outdoor items which belong to you or for which you are legally responsible. We do not include the following property within contents : <ol style="list-style-type: none"> 1. any item used for any business activity, other than office equipment used in the home; 2. vehicles licensed for road use; 3. any other motorised vehicles, other than quad bikes, motorbikes under 51cc, golf buggies, domestic gardening equipment and wheelchairs; 4. caravans or trailers; 5. watercraft and their accessories, other than surfboards, sailboards and rowing boats and dinghies up to 12 feet or 3.6 metres in length; 6. aircraft; 7. money, cheques or credit, debit or charge cards; 8. any animal; 9. any plant or tree or land or water; 10. electronic data.
Excess	The amount for which you are responsible as the first part of each agreed claim.
Heave	The upward movement of the ground.
Home	The house, or apartment, including outbuildings , at the address shown in your risk details .
Home office business	Clerical work carried out in your home by you or your employees, provided that you do not employ more than five people.
Incidental farming	Farming, including livery, carried out by you on a part-time basis at the address shown in the risk details .
Landslip	The movement of soil on a slope.
Normal settlement	The downward movement of the ground as a result of the sub soil being compressed by the weight of the buildings .
Outbuildings	Any permanent structure used for domestic, home office business or incidental farming purposes within the grounds of your home as well as swimming pools, terraces, patios, hard tennis courts, driveways, footpaths, walls, gates and fences which belong to you or for which you are legally responsible.
Outdoor items	Garden furniture and other similar items that are normally left outdoors up to GBP 10,000/ EUR 10,000.
Period of insurance	The time for which this policy is in force as shown in the risk details .
Policy	This insurance document and the risk details .

Risk details	The document showing your name, address and insurance details that was sent to you when we accepted this insurance or any subsequent amendment to your cover, whichever is the more recent.
Social engineering communication	Any request by a person improperly seeking to obtain possession or the transfer to a third-party of money, securities or property that such person or third-party is not entitled to.
Subsidence	The downward movement of the ground other than by normal settlement .
Tenant's improvements	Improvements you have made to the fixtures and fittings (including decorations) that belong to you or for which you are legally responsible. This applies where you do not own or are not responsible for insuring the buildings.
Unoccupied	Not been lived in for 60 or more days in a row.
Valuables	Jewellery, gemstones, watches, furs and guns, which belong to you or for which you are legally responsible.
We/us/our	The insurer named in the risk details .
You/your	The insured named in the risk details and all permanent members of the insured's household including domestic staff who live in the home .

Complaints procedure

We pride ourselves on providing a first class, reliable and efficient service to all of **our** customers. Complaints are a key to monitoring **our** service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

If **you** have a complaint, details of how to complain are shown on the **risk details**. If **you** are unsure how to make a complaint, please contact **your** broker. Alternatively, **you** can contact **us** using the details below and **we** will ensure **your** complaint is directed to the relevant provider's complaints handling department. **Our** contact details are:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

Telephone: +44 (0)800 116 4627 (calls to this number within the United Kingdom are free on mobile phones and landlines); or +44 (0)1904 681 198
Email: customer.relations@hiscox.com.

In the event that **you** remain dissatisfied with the way **your** complaint has been handled, **you** may refer the matter to the Complaints team at Lloyd's Insurance Company S.A. Their address is:

Service Manager
Complaints team
Lloyd's Insurance Company S.A.
Bastion Tower
Marsveldplein 5
1050 Brussels Belgium

Tel no: +32 (0)2 227 39 40
Fax no: +44 (0)20 7327 5225
Email: lloydseurope.complaints@lloyds.com
Website: <http://www.lloydseurope.com/complaints>

If **you** are not satisfied with the way **your** complaint has been dealt with, **you** may be eligible to ask the Financial Ombudsman Service to review **your** case without affecting **your** legal rights. The address is:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Telephone: +44 (0)800 023 4567 (calls to this number within the United Kingdom are free on mobile phones and landlines); or

+44 (0)300 123 9123 (calls to this number within the United Kingdom cost no more than 01 and 02 numbers); or

By phone from abroad: +44 (0)20 7964 0500

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

The Financial Ombudsman Service is an independent service in the United Kingdom 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.

In any communication, please quote the **policy** number shown in the **risk details**.

Policy risk details

This **risk details** shows the cover **you** have chosen and the maximum amounts **we** will pay should **you** need to make a claim. Please let **us** know, as soon as possible, if any of **your** details are shown incorrectly.

Wording version:	<input type="text"/>		
Certificate number:	<input type="text"/>		
Currency:	<input type="text"/>		
Period of insurance:	<input type="text"/> / <input type="text"/> / <input type="text"/>	To	<input type="text"/> / <input type="text"/> / <input type="text"/> both dates inclusive at the location of the insured.
Insured:	<input type="text"/>		
Correspondence address:	House	<input type="text"/>	
	Road	<input type="text"/>	
	Town	<input type="text"/>	
	County	<input type="text"/>	
	Post code	<input type="text"/>	
Premium:		<input type="text"/>	
Insurance premium tax:		<input type="text"/>	
Total amount due:		<input type="text"/>	
Minimum refund:		<input type="text"/>	
Insurer:	<input type="text"/>		

Section 1 – home and contents

Buildings

Main **buildings** rebuild

Outbuildings rebuild

Contents

Amount insured

<input type="text"/>
<input type="text"/>
<input type="text"/>

Section 2 – collections and valuables

Collection

Valuables (items above this limit must be specified)

Listed

Unlisted

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Listed

Unlisted

Furs

Guns

Jewellery and watches covered worldwide

Jewellery and watches kept in a bank safe

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>



OH22 overseas home insurance

Policy wording

Jewellery and watches kept in a home safe

New possessions

Section 3 – liabilities

Amount insured

Liabilities to other people

Liabilities to your domestic employees

Excesses:

The following **excesses** apply as shown below, to each and every loss.

Cover

Excess

Buildings

Contents

Collections

Valuables

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 020 7614 5254 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscoxlondonmarket.com/privacy-policy.

Complaints procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or the handling of a claim, please refer to the complaints procedure section within the **policy** wording.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.