

POLICY BOOKLET



Home Let Insurance

Jersey Mutual Insurance Society

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Jersey Mutual is regulated by the Jersey Financial Services Commission





SINCE 1869

Jersey Mutual Insurance Society has been exclusively owned by our members. With 27 directors personally serving your 12 parishes, we are committed to providing you with the highest level of service at all times. Because all of our profits are invested back into the Society, we are always working to stabilise premiums, increase cover and improve our service to you.



YOUR HOME LET POLICY



INTRODUCTION

Welcome to the Jersey Mutual Insurance Society and thank you for taking out Our Home Let Insurance Policy.

Your premium has been based upon the information shown in the Schedule and recorded in the written application **You** have signed and/or declaration **You** have made. Please read it carefully to make sure that it meets **Your** requirements and that the details on The Schedule are correct.

If after reading **Your** Policy, **You** have any questions, please contact **Us**.



THE CONTRACT OF INSURANCE

The Policy, the Application form and/or Declaration made by **You** and the **Schedule** should be read together and form the contract of insurance between **You**, the Policyholder and **Us**, Jersey Mutual Insurance Society.

In return for **You** having paid or agreed to pay the premium for the **Period of Insurance**, **We** will indemnify **You** by payment or, at **Our** option, by reinstatement or repair, in respect of loss, liability, destruction, damage, accident or injury to the extent of and subject to the terms contained in or endorsed on the Policy.

On behalf of Jersey Mutual Insurance Society.

Shaun M Kavanagh
General Manager

HL 1/5/19

IMPORTANT

This Policy is a legal contract. **You** must tell **Us** about any facts or changes which affect **Your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **You** are not sure whether certain facts are relevant please ask **Us**. If **You** do not tell **Us** about relevant changes, **Your** Policy may not be valid or the Policy may not cover **You** fully.

You should keep a written record (including copies of letters) of any information **You** give **Us** when **You** renew this Policy.

Choice of Law

The appropriate law as set out below will apply unless **We** agree with **You** otherwise

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which **You** normally live or (if applicable) the first named **Policyholder** normally lives or
 2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where **You** have **Your** principal place of business or
 3. Should neither of the above be applicable, the law of Jersey.
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CONTENTS - A GUIDE TO YOUR POLICY

This Policy booklet consists of individual Sections. It should be read in conjunction with The Schedule which indicates both the Sections **You** are insured under and gives precise details of the extent of **Your** insurance protection.

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POLICY DEFINITIONS

1. **The Society/We/Us:** Jersey Mutual Insurance Society Est. 1869 (Inc. 1908)
2. **You/Your:** The Policyholders named in the Policy Schedule and any member of **Your Household** normally residing in **The Buildings** described in the Policy Schedule.
3. **Your Household:** **Your** family normally residing in **The Buildings** and any resident domestic servant employed by **You**.
4. **The Buildings:** The private house or self-contained flat and other **Buildings** if at the address appearing in the Policy Schedule which shall include domestic outbuildings, garages, greenhouses, tennis courts, swimming pools, terraces, patios, drives, footpaths, walls, gates, fences and including landlord's fixtures, fittings and interior decorations forming part of the property all on the same site.
5. **Fees:** Architects', Surveyors, Consulting Engineers', legal and other professional **Fees** necessarily incurred in connection with the repair or reinstatement of **The Buildings** with the consent of **The Society**.
6. **Local Authority Requirements:** The additional costs of reinstatement of **The Buildings** necessarily incurred to comply with statutory **Building** regulations or any Local Authority Requirements or regulations.
7. **Debris Removal:** The costs and expenses incurred with **The Society's** consent of shoring up, demolition or dismantling, including **Debris Removal** of any part of **The Buildings** which have been damaged by peril or cause, covered by this insurance.
8. **Accidental Damage:** Destruction or Damage caused by visible external means.
9. **Unfurnished:** **The Buildings** are **Unfurnished** when insufficiently furnished for normal living purposes.
10. **Value:** The amount of money **You** would have received by selling the article or property immediately prior to the loss or damage occurring.
11. **Excess:** The first part of any agreed claim which must be paid by **You** and which will be deducted from the total amount of the claim settlement.
12. **Contents:** Household goods, furniture, furnishings and appliances owned by **You** while contained within **The Buildings** and in private use. Fixtures, fittings and interior decorations for which **You** are legally responsible as occupier.

EXCLUDING:

- mechanically propelled, electrically assisted or powered vehicles of any kind and their respective tools and accessories, other than domestic gardening equipment.
- caravans, aircraft, watercraft, trailers and their respective tools and accessories.
While attached to or contained within them.
- animals.
- valuables.
- money.



POLICY DEFINITIONS

Specific Sub Limits

The Society's liability in respect of each Private Dwelling and elsewhere as hereinafter defined shall NOT EXCEED during the period of insurance, unless otherwise stated.

- a. £1,000 in respect of property in the open
- b. £2,500 in respect of domestic fuel in fixed tanks
- c. £2,500 in respect of loss of metered water

13. **Money:** Current bank currency notes and coins, cheques, postal and money orders, premium bonds, saving stamps and certificates, current postage stamps, travel tickets, gift tokens, luncheon vouchers, traveller's cheques used or held solely for private charitable social or domestic purposes.
14. **Valuables:** Items of gold, silver and other precious metals, precious stones, jewelery, pictures, curios, other works of art, hearing aids, telescopes, microscopes, collections of coins, stamps or medals.
15. **Endorsements:** An agreed change in the terms of the Policy.
16. **British Isles:** Great Britain, Northern Ireland, the Republic of Ireland, the Channel Islands and the Isle of Man.



BUILDINGS/CONTENTS – SECTION I

BUILDINGS/CONTENTS – SECTION I

NOTE: THIS SECTION IS OPERATIVE IF INDICATED IN THE POLICY SCHEDULE

SECTION I

What is Insured

Fire, Lightning and/or Explosion.

This section covers all the property as described in the Schedule hereto against LOSS or DAMAGE by Fire, Lightning and/or Explosion.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.



BUILDINGS/CONTENTS – SECTION II

BUILDINGS/CONTENTS – SECTION II

NOTE: THIS SECTION IS OPERATIVE IF INDICATED IN THE POLICY SCHEDULE

SECTION II

What is insured

Fire, Storm and Tempest Risks

This section covers **The Buildings** specified in the Schedule hereto being **Buildings** all constructed of brick, stone or concrete and the external surface of the roof consisting of slates, tiles, metal, concrete, asphalt and/or sheets or slabs composed entirely of incombustible mineral ingredients. And the **Contents** therein against LOSS or DAMAGE by:

- a. Fire, Lightning and/or Explosion
- b. Storm
- c. Tempest
- d. Aircraft and/or other aerial devices and/or articles dropped there from

EXCLUSIONS

- a. Destruction or damage caused by:
 - i) escape of water from the normal confines of any artificial watercourse, lake, reservoir, canal or dam or inundation from the sea, whether resulting from storm or tempest or otherwise.
 - ii) subsidence or landslip.
- b. destruction or damage to gates or fences.
- c. the first £250 of each loss or damage sustained.



BUILDINGS – SECTION III – PART I

BUILDINGS – SECTION III

NOTE: THIS SECTION IS OPERATIVE IF INDICATED IN THE POLICY SCHEDULE

SECTION III - PART I

What is insured

This section covers **The Buildings** specified in the Schedule hereto being **Buildings** all constructed of brick, stone or concrete and the external surface of the roof consisting of slates, tiles, metal, concrete, asphalt and/or sheets or slabs composed entirely of incombustible mineral ingredients (unless otherwise stated), all being **Your** property or for which **You** are legally responsible.

The Buildings are covered against LOSS or DAMAGE directly caused by:

FIRE, LIGHTNING

1. Fire, Smoke, Lightning, Explosion or Earthquake.

EXCLUSIONS

- a. any gradual operating cause.
- b. the first £250 of each loss or damage sustained.

AIRCRAFT

2. Aircraft and other aerial devices or articles dropped there from.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

STORM

3. Storm, Tempest or Flood.

EXCLUSIONS

- a. Subsidence, Landslip or Heave, other than as covered under Peril 9.
- b. loss or damage to gates, fences and hedges.
- c. damage caused by frost
- d. the first £250 of each loss or damage sustained.

ESCAPE OF WATER

(including trace and access and pipe work)

4. Escape of water from fixed water tanks, apparatus, pipes or domestic appliances (including the cost of locating the point of escape of water from a pipe concealed in a wall, ceiling or floor or in the ground of the land on which **Your Buildings** stand, together with the cost of repairing or replacing the defective section of pipe and making good thereafter)

EXCLUSIONS

- a. loss or damage whilst **The Buildings** are **Unfurnished**.
- b. loss or damage to domestic outbuildings and garages of non-standard construction.
- c. the cost of repair or replacement of pipe work if the defect is due to normal wear, tear or depreciation.
- d. the first £350 of each loss or damage sustained.

ESCAPE OF OIL

5. Escape of oil from domestic fixed fuel oil tanks, apparatus or pipes, including smoke or smudge damage arising out of defective vaporisation.

EXCLUSIONS

- a. loss or damage caused by wear and tear or any gradual operating cause.
- b. the first £250 of each loss or damage sustained.

THEFT OR ATTEMPTED THEFT

6. Theft or attempted theft consequent upon violent and forcible entry or exit.

EXCLUSIONS

- a. loss or damage whilst **The Buildings** are **Unfurnished**.
- b. the first £250 of each loss or damage sustained.



BUILDINGS – SECTION III – PART I

IMPACT

7. Impact by any vehicle or animal.

VANDALISM

8. Any person taking part in a riot, strike, labour disturbance, civil commotion or by any person of malicious intent.

SUBSIDENCE

9. Subsidence, Landslip or Heave of the site upon which **The Buildings** stand, but only if reported to **The Society** during the period stated in the Schedule or within 30 days of the expiry date thereof.

AERIALS

10. Accidental breakage or collapse of aerials, fixed satellite dishes, their fittings and masts.

TREES

11. Falling trees or branches.

BREAKAGE OF GLASS AND SANITARY WARE

12. Accidental breakage of fixed glass and double glazing (including the cost of removing or replacing frames) and sanitary ware and ceramic hobs, all forming part of **The Buildings**.

SERVICES

13. The cost of repairing **accidental damage** to domestic fuel pipes, underground water pipes, gas supply pipes, sewers, boreholes, septic tanks,

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

EXCLUSIONS

- a. loss or damage whilst **The Buildings** are **Unfurnished**.
b. the first £250 of each loss or damage sustained.

EXCLUSIONS

- a. loss or damage to domestic fixed fuel tanks, swimming pools, tennis courts, paved patios and terraces, concrete or tarmac drives, footpaths, walls, gates and fences **UNLESS** the main **Building** is also affected at the same time by the same event.
b. any claim for which compensation has been provided, or would have been but for the existence of this insurance, under any contract or legislation or guarantee.
c. loss or damage whilst **The Buildings** are undergoing or arising from any structural alterations, repairs or extensions.
d. loss or damage due to coastal erosion.
e. damage caused by bedding down of new structures, settlement of new made up ground or normal shrinkage.
f. arising from defective materials, faulty workmanship, specification or design.
g. to solid floors unless the foundations or load bearing walls are damaged at the same time.
h. the first £1,000 of each loss or damage sustained.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

EXCLUSIONS

- a. loss or damage caused through lopping, topping and/or felling.
b. the first £250 of each loss or damage sustained.

EXCLUSIONS

- a. loss or damage whilst **The Buildings** are **Unfurnished**.
b. breakage of property not in sound condition.
c. matching set or suite. Each individual item of a matching suite or set of sanitary ware is regarded as a single item. **The Society** will indemnify **You** in respect of individual damaged items only and not undamaged companion pieces.
d. the first £250 of each loss or damage sustained.

EXCLUSIONS

- a. loss or damage caused by wear and tear or any gradual operating cause.



BUILDINGS – SECTION III – PART I

drains, inspection covers and electricity or telephone cables, extending from **The Buildings** to the public mains.

ALTERNATIVE ACCOMMODATION/LOSS OF RENTAL

14. If **The Buildings** are so damaged by any of the insured events as to become uninhabitable **The Society** will pay:
- rent which **You** are unable to recover from a tenant for as long as **The Building** is uninhabitable
 - the reasonable extra cost of alternative accommodation and other reasonable costs granted with the consent of **The Society** but only for the period necessary for the reinstatement of **The Buildings**

ARCHITECTS AND SURVEYORS FEES

15. Expenses incurred following damage to the **Buildings** by any of the insured events, in connection with the removal of debris, dismantling, demolishing, shoring up and making safe any extra cost of reinstatement of the destroyed or damaged **Buildings** made necessary to comply with Government or **Local Authority Requirements**, but not when notice has been served prior to the time of loss and **Architects and Surveyors Fees** necessarily incurred in the reinstatement of **The Buildings**.

CONTRACTING PURCHASERS OF BUILDINGS

16. For the period between exchange of contract and completion date the contracting purchaser of **The Buildings** shall have the benefit of the insurance provided by **Building/Contents – Section I PROVIDED THAT The Buildings** are not otherwise insured.

ACCIDENTAL DAMAGE EXTENSION

(operative if indicated in the Policy Schedule)

17. Cover against damage caused by **Accidental** means.

- the first £250 of each loss or damage sustained.

EXCLUSIONS

- any amount over 20% (twenty per cent) of the sum insured on the said **Building**.
- any amount over 20% (twenty per cent) of the sum insured on the said **Building**.

EXCLUSIONS

- any expenses incurred in the preparation of a claim or an estimate of loss, or **Fees You** incur without **The Society's** permission.

EXCLUSIONS

- damage caused by wear and tear, settlement or shrinkage.
- damage caused by wet or dry rot, atmospheric or climatic conditions, vermin, insects, domestic animals, fungus or gradually operating cause.
- damage caused by faulty workmanship, defective design or the use of defective materials.
- damage caused by demolition or structural alteration or repair to **The Buildings**.
- the cost of maintenance and normal re-decoration.
- any loss, destruction or damage, included or excluded elsewhere under this Section.
- the first £250 of each loss or damage sustained.



BUILDINGS – SECTION III – PART I

SPECIAL CONDITIONS – BASIS OF CLAIMS SETTLEMENT

The **Society** will pay the cost of repair following partial damage or replacement as new following total loss or destruction, subject to the repairs or replacement being carried out. The sum insured on **The Buildings** must represent the full rebuilding costs at the time of the loss or damage.

If **You** are under insured, which means the cost of rebuilding **The Buildings** at the time of loss or damage is more than **Your** sum insured for **The Buildings**, then **The Society** will only pay a proportion of the claim. For example if **Your** sum insured only covers one half of the cost of rebuilding **The Buildings**, **The Society** will only pay one half of the cost of repair or replacement.

Where there is more than one **Building** insured on the Schedule then each is covered separately for the purpose of this clause.

If the repair or replacement is not carried out, **The Society** will pay the reduction in market **Value** resulting from the loss or damage but not exceeding what it would have cost to repair or replace.

The Society will not pay for the replacement of or work on any undamaged items or remaining parts of **The Buildings** solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

The sum insured on **The Buildings** will be reinstated automatically from the date of notification of any claim under this section.

LIMIT OF INSURANCE

The Society will not pay more than the sum insured for each premises shown in the Schedule (with the exception of cover as stated in paragraph 14 – Alternative Accommodation/Loss of Rental).



CONTENTS – SECTION III – PART II

Contents - SECTION III

NOTE: THIS SECTION IS OPERATIVE IF INDICATED IN THE POLICY SCHEDULE

SECTION III - PART II

What is insured

This section covers the domestic **Contents** of **The Buildings** of the Private Dwellings, flat or farm dwellings situated within the Premises named in the Schedule which are constructed of brick, stone or concrete and the external surface of the roof constructed of slates, tiles, concrete, asphalt or of any entirely incombustible mineral ingredients.

Also covered are the domestic **Contents** of outBuildings and garages of standard or non-standard construction specified in the Schedule within the premises.

The **Contents** are covered against LOSS or DAMAGE directly caused by:

FIRE, LIGHTNING

1. Fire, Smoke, Lightning, Explosion or Earthquake.

EXCLUSIONS

- a. any gradual operating cause
- b. the first £250 of each loss or damage sustained

AIRCRAFT

2. Aircraft and other aerial devices or articles dropped there from.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

STORM

3. Storm, Tempest or Flood.

EXCLUSIONS

- a. loss or damage to property in the open.
- b. the first £250 of each loss or damage sustained.

ESCAPE OF WATER

4. Escape of water from fixed water tanks, apparatus, pipes or domestic appliances.

EXCLUSIONS

- b. the first £350 of each loss or damage sustained.

ESCAPE OF OIL

5. Escape of oil from domestic fixed fuel oil tanks, apparatus or pipes, including smoke or smudge damage arising out of defective vaporisation.

EXCLUSIONS

- a. loss or damage caused by wear and tear or any gradual operating cause.
- b. the first £250 of each loss or damage sustained.

THEFT OR ATTEMPTED THEFT

6. Theft or attempted theft consequent upon violent and forcible entry or exit.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

IMPACT

7. Impact by any vehicle or animal.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

VANDALISM

8. Any person taking part in a riot, strike, labour disturbance, civil commotion or by any person of malicious intent.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.



CONTENTS – SECTION III – PART II

SUBSIDENCE

9. Subsidence, landslip or heave of the site upon which **The Buildings** stand but only if reported to **The Society** during the period stated in the Schedule or within 30 days of the expiry date thereof.

EXCLUSIONS

- a. any claim for which compensation has been provided, or would have been but for the existence of this insurance, under any contract or legislation or guarantee.
- b. loss or damage whilst **The Buildings** are undergoing or arising from any structural alterations, repairs or extensions.
- c. loss or damage due to coastal erosion.
- d. the first £250 of each loss or damage sustained.

TREES

10. Falling trees or branches.

EXCLUSIONS

- a. loss or damage caused through lopping, topping and/or felling.
- b. the first £250 of each loss or damage sustained.

ACCIDENTAL DAMAGE

(operative if indicated in the Policy Schedule)

11. **Accidental Damage** – whilst in **The Buildings**.

EXCLUSIONS

- a. damage caused by wear, tear or gradual deterioration, insects, domestic pets, vermin, corrosion, rot, mildew, fungus, atmospheric conditions or a gradual operating cause, the action of light, any process of heating, drying, cleaning, dyeing, alteration or repair, misuse, faulty workmanship or design, the use of faulty materials or arising out of mechanical or electrical breakdown or derangement.
- b. any loss or damage shown as not insured elsewhere under this Policy.
- c. damage covered by a maintenance contract, manufacturers guarantee or other insurance.
- d. the first £250 of each loss or damage sustained.

THIS SECTION ALSO INCLUDES:

Contents REMOVED FROM **The Buildings**

- A. **The Contents**, if and so far as these are not otherwise insured, whilst temporarily removed from **The Buildings**.
- I. against loss or damage caused by ANY OF THE EVENTS INSURED under numbers 1 to 10 in this section:-
- a. in any occupied private dwelling.
 - b. in any **Building** where **You** or any permanent member of **Your Household** is residing or is employed.
 - c. in any trade **Building** for the purpose of valuation, alteration, cleaning or processing.

EXCLUSIONS

- a. **Contents** outside Jersey.
- b. **Money**
- c. the first £250 of each loss or damage sustained.



CONTENTS – SECTION III – PART II

- d. in any furniture depository, up to a limit of 20% (twenty per cent) of the sum insured on **Contents**.
 - e. whilst deposited for safe custody in any hotel, inn, lodging house or club.
 - f. in any bank or safe deposit.
2. against loss or damage elsewhere caused by the events of FIRE, LIGHTNING, EXPLOSION, AIRCRAFT or EARTHQUAKE ONLY or
 3. against loss or damage during the process of removal and transit following PERMANENT change of residence or whilst in transit to and from any bank, safe deposit or furniture depository caused by the events of FIRE, LIGHTNING, EXPLOSION, AIRCRAFT, EARTHQUAKE, THEFT or ATTEMPTED THEFT ONLY.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

EXCLUSIONS

- a. the first £250 of each loss or damage sustained.

ACCIDENTAL DAMAGE TO TELEVISION AUDIO VISUAL UNITS AND COMPUTERS

- B. **Accidental Damage** by external and visible means to Audio and Audio Visual Units including television sets, radios, video recorders and home computers, aerials, aerial fittings and masts (hereinafter referred to as the installation) up to the market **Value** of such installation at the time of the loss or damage BUT ONLY whilst in the Private Dwelling situated within the Premises named in the Schedule.

EXCLUSIONS

- a. damage to tapes, discs or computer software.
- b. hand held computer equipment, computer games and games consoles.
- c. loss or damage or deterioration caused in the process of cleaning, repair, renovation or dismantling.
- d. damage caused by wear, tear or gradual operating cause or arising out of mechanical or electrical breakdown or derangement
- e. the first £250 of each loss or damage sustained,

BREAKAGE OF GLASS

- C. Accidental breakage of mirrors, glass tops and fixed glass in furniture, ceramic hobs and of fixed glass and sanitary ware forming part of **The Buildings** situated within the Premises named in the Schedule, **Your** property or for which **You** are legally responsible AND ARE NOT OTHERWISE INSURED.

EXCLUSIONS

- a. breakage of property not in sound condition.
- b. in respect of matching suites or sets. Each individual item of a matching set or suite of sanitary ware is regarded as a single item. **The Society** will cover **You** in respect of individual damaged items only and not undamaged companion pieces.
- c. the first £250 of each loss or damage sustained.

ALTERNATIVE ACCOMMODATION/LOSS OF RENTAL

- D. If **The Buildings** are so damaged by any of the insured events as to become untenable, **The Society** will pay:
 - a. rent which continues to be payable by **You** for as long as **The Building** is uninhabitable up to 12 months.

EXCLUSIONS

- a. any amount over 20% (twenty per cent) of the sum insured for this section.



CONTENTS – SECTION III – PART II

- b. the reasonable extra cost of alternative accommodation and other reasonable expenses granted with the consent of **The Society**, but only in respect of the period necessary for the reinstatement of **The Building**.

LIABILITY AS TENANT FOR LOSS OR DAMAGE TO The Building

- E. **Your** legal liability as tenant, up to 10% (ten per cent) of the Sum Insured under Section III Part II for loss or damage to **The Building** caused by any of the insured events.

LIABILITY AS TENANT FOR COST OF REPAIRING UNDERGROUND PIPES AND CABLES

- F. **Your** legal liability as tenant for the cost of repairing accidental damage to domestic fuel pipes, gas supply pipes, underground water supply pipes, sewers, boreholes, septic tanks, drains, inspection covers and underground electricity or telephone cables which extend from **The Buildings** to the public mains.

FATAL INJURY

- G. Fatal injury to **You** or to **Your** spouse, or both, occurring at the Premises named in the Schedule, occasioned by outward and visible violence caused by Burglars or Fire PROVIDED THAT
 - a. death ensues within 12 months of such injury.
 - b. the liability of **The Society** shall be £2,000 for each person insured.

LOSS OF KEYS THROUGH THEFT AND REPLACEMENT OF LOCKS

- H. The cost of replacing and installing locks (including keys) to any external door to **The Buildings** of the private house or self-contained flat (but excluding outbuildings) following theft of keys for an amount not exceeding £500 any one loss.

- b. any amount over 20% (twenty per cent) of the sum insured for this section.

EXCLUSIONS

- a. for loss or damage caused by fire, lightning or explosion to **The Buildings** other than landlord's fixtures and fittings.
- b. arising from subsidence, landslip or heave.
- c. caused by any person taking part in a riot, strike, labour disturbance or civil commotion or by any person of malicious intent.
- d. whilst **The Buildings** are **Unfurnished**.
- e. the first £250 of each loss or damage sustained.

EXCLUSIONS

- a. loss or damage caused by wear and tear or any gradual operating cause.
- b. the first £250 of each loss or damage sustained.

EXCLUSIONS

- b. the first £250 of each loss or damage sustained.



CONTENTS – SECTION III – PART II

SPECIAL CONDITIONS – BASIS OF CLAIMS SETTLEMENT

REPAIR

The Society will pay up to the sum insured, or any lower limit specified, for the cost of repair of each item that is partially damaged or; at our option, **We** will arrange for the repair of any such item.

Subject to the overall limits shown above, **The Society** will not pay more for the repair of an item than the cost of replacing it as new.

If a damaged item can be repaired but the repair is not carried out, **We** will pay the reduction in the market **Value** of the item as a result of the loss or damage but not exceeding the estimated cost of repair.

REPLACEMENT

The Society will pay up to the sum insured, or any lower limit specified, for the cost of replacement as new of each item that is totally lost or damaged beyond repair or; at our option, **We** will arrange to replace any such item.

If an item has been totally lost or damaged beyond repair and is not replaced, **The Society** will pay the market **Value** of that item at the time of the loss or damage.

PAYMENT FOR REPAIR OR REPLACEMENT IS SUBJECT TO THE FOLLOWING:

The sum insured on **Contents** must represent the full cost of replacement as new at the time of the loss or damage.

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

Where there is more than one sum insured for **Contents** on the Schedule then each is covered separately for the purpose of this clause.

The Society will not pay for the replacement of, or work on, any undamaged or remaining items solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

The sum insured on the **Contents** will be reinstated automatically from the date of notification of any claim under this section.

LIMIT OF INSURANCE

The Society will not pay any more than the sum insured for each premises shown in the Schedule (with the exception of cover as stated in paragraph D.Alternative Accommodation/Loss of Rental).



CONTENTS – SECTION III – PART II

ACCIDENTS TO DOMESTIC SERVANTS

This Section covers **You** for amounts that **You** become legally liable to pay, up to but not exceeding £10,000,000 (to include legal costs and **Fees** incurred by **You** with **The Society's** written consent)

(Notwithstanding the above, for amounts that **You** become legally liable to pay from or as a consequence of, an act of terrorism, up to but not exceeding £5,000,000 (to include legal costs and **Fees** incurred by **You** with **The Society's** written consent))

For any one accident or series of accidents arising out of any one event for bodily injury by accident happening during the period of insurance anywhere in the world to **Your** domestic staff employed in connection with the premises shown in the Schedule.

(For the purpose of this Section, an act of terrorism means any activity that

- 1) involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and
- 2) appears to be intended to
 - i) intimidate or coerce a civilian population, or
 - ii) disrupt any segment of the economy of a government de jure or de facto, state, or country; or
 - iii) overthrow, influence, or affect the conduct or policy of any government de jure or de facto by intimidation or coercion; or
 - iv) affect the conduct of a government de jure or de facto by mass destruction, assassination, kidnapping or hostage taking)

The Society will not indemnify You for any liability:

- a. from bodily injury sustained directly or indirectly from any vehicle used for racing, pace making or speed testing
- b. from any communicable disease or condition
- c. in Canada or the United States of America
- d. from all actual or alleged losses, liabilities, damages, injuries, defence costs, costs or expenses directly or indirectly arising out of, contributed by, caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, retaliating against or responding to any act of terrorism (as defined).



BUILDINGS/CONTENTS – SECTION III – PARTS I/II

LEGAL LIABILITY TO THE PUBLIC

Cover under Section III Parts I and II extends to include:

- if Buildings – Section III – Part I only are insured **Your** legal liability as owner only but not as occupier is covered under (i) below.
- if Contents – Section III – Part II only are insured **Your** legal liability as occupier only but not as owner is covered under (i) and (ii) below.
- if Buildings – Section III Part I and Contents – Section III – Part II are insured **Your** legal liability as owner or occupier is covered under (i) and (ii) below.

The Society will indemnify You

(i) as owner or occupier for any amounts **You** become legally liable to pay as damages for

- bodily injury.
- damage to property.

caused by an accident happening at the Premises during the period of insurance.

OR

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

- bodily injury.
- damage to property.

caused by an accident happening anywhere in the world during the period of insurance.

EXCLUSIONS

The Society will not indemnify You for any liability:

- a. for bodily injury to
 - i) **You**
 - ii) any other permanent member of **Your Household**.
 - iii) any person who at the time of sustaining such injury is engaged in **Your** service.
- b. for bodily injury arising directly or indirectly from any communicable disease or condition.
- c. for damage to property owned by or in the charge or control of
 - i) **You**.
 - ii) any other permanent member of **Your Household**.
 - iii) any person engaged in **Your** service.
- d. in Canada or the United States of America.
- e. arising directly out of any profession, occupation, business or employment.
- f. which **You** have assumed under contract and which would not otherwise have attached.
- g. arising out of **Your** ownership, possession or use of:
 - i) any motorised or horse drawn vehicle other than:
 - domestic gardening equipment used within the Premises and
 - pedestrian controlled gardening equipment used elsewhere.
 - ii) any power-operated lift.
 - iii) any aircraft (including drones) or watercraft other than manually operated rowing boats, punts, canoes, surfboards or windsurfers.
 - iv) any animal other than cats, horses or dogs.

(Exclusions continued over the page)



BUILDINGS/CONTENTS – SECTION III – PARTS I/II

- h. in respect of any kind of pollution and/or contamination other than:
 - caused by a sudden identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the Premises named in the Schedule, and
 - reported to **The Society** not later than 30 days from the end of the period of insurance;
in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- i. arising out of **Your** ownership, occupation, possession or use of any land or **Building** that is not within the Premises.
- j. if **You** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) are exhausted.
- k. for loss, cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

LIMIT OF INSURANCE

The Society will not pay:

- in respect of pollution and/or contamination:- more than **£5,000,000** in all.
- in respect of other liability covered under this section more than **£5,000,000** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **The Society** have agreed in writing.



BUILDINGS/CONTENTS – SECTION III – PARTS I/II

FOOD OR DRINK POISONING EXTENSION CLAUSE

Where guests are accommodated other than in a private capacity **The Society** will indemnify **You** against such sums as **You** shall become legally liable to pay for bodily injury or damage to property which occurred during the period of insurance arising out of poisoning by or foreign or deleterious matter in food or drink consumed in or about **Your** premises referred to in the schedule.

The limit of liability shall not apply to this Extension Clause, which shall have a separate limit of liability as follows:-

- a. **£50,000** in respect of any one accident or series of accidents arising out of one event.
- b. **£50,000** in the aggregate in respect of all accidents occurring during any one period of insurance.

plus the costs and expenses, which **The Society** have agreed in writing.

EXCLUSIONS

The Society will not indemnify You for any liability;

- a. where the number of guests exceed 5 in number, at any one time, thus requiring the premises to be registered under the 'Tourism Jersey Law 1948'.



ENDORSEMENTS APPLICABLE

ENDORSEMENTS

This Policy is subject to the provisions of any of the following endorsements.



GENERAL EXCLUSIONS

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

No Policy issued by **The Society** shall be deemed to cover:

1. **Territorial Limits**

Any property outside the limits of the Island of Jersey unless otherwise stated.

2. **Misappropriation by Tenants**

Any theft or misappropriation by a tenant or sub-tenant of **You** or by any person forming part of such tenant's or sub-tenant's family or any servant or servants of such tenant or sub-tenant.

3. **Other Insurances**

Any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any **Excess** beyond the amount which would have been covered under such other insurance had this insurance not been effected.

4. **War Risks**

Any loss or damage or liability (notwithstanding anything contained herein) 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, and unless otherwise expressly provided, any loss, damage or liability directly or indirectly occasioned by happening through or in consequence of riots, strikes and civil commotion.

5. **Short Circuiting**

Destruction of or damage to any dynamo, transformer, motor wiring, main or other electrical appliance which is directly caused by short circuiting, over-running excessive pressure or leakage of electricity, but this clause shall not be deemed to exclude loss or damage to any dynamo, transformer, motor wiring, main or other electrical appliance caused by fire resulting from short circuiting, over-running, excessive pressure or leakage of electricity originating outside the dynamo, transformer, motor wiring, main or other electrical appliance which is so destroyed or damaged by fire.

6. **Radioactive Contamination**

- a. loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising there from or any consequential loss.
- b. any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to by or arising from

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

7. **Sonic Bangs**

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

Continued/...



GENERAL EXCLUSIONS

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

8. Existing and Deliberate Damages

- a. any loss or damage occurring before cover started.
- b. loss or damage caused deliberately by **You** or any member of **Your Household**.

9. Date Change and Computer Viruses

Any loss or damage or liability for any equipment, integrated circuit, computer chip, computer software and any other computer – related equipment

- a. by its failing to recognise correctly the date change to the year 2000 or any other date change.
- b. by computer viruses.

10. Contamination Terrorism

Any loss or damage or liability, cost or expense directly or indirectly arising out of germs, disease, nuclear, biological or chemical contamination due to any act of terrorism.

For the purposes of this exclusion an act of terrorism means an act, 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 ethnic purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purposes of this exclusion, 'contamination' means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

If **The Society** allege that by reason of this exclusion and loss, damage, liability, cost of expense is not covered by this insurance, the burden of proving the contrary shall be on **You**.

(This exclusion does not apply to 'Accidents to Domestic Servants' or 'Legal Liability to the Public').

11. Cyber Loss

Any loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- a. any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System.
- b. any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.



GENERAL CONDITIONS

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

All policies issued by **The Society** to **You** shall be subject to the following conditions: -

Fundamental Rules

1. **You** shall be bound by and shall conform to the fundamental rules of **The Society**. (A copy of which is available at **The Society's** office).
2. **Fraudulent Claims**
If **You** make a claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall become void and all claims there under shall be forfeited.
3. **Observance of Policy Terms**
The liability of **The Society** is conditional on **You** or any person claiming indemnity observing the terms and conditions of the Policy.
4. **Abandonment**
No property may be abandoned to **The Society**.
5. **Subrogation**
The Society will be entitled to take over and deal with, in **Your** name, the defence or settlement of any claim at their discretion and to take proceedings at their expense to recover for their benefit the amount of any payment made under this Policy.
6. **Change of Address**
You shall notify **The Society** as soon as reasonably possible of any change of address in respect of their permanent place of residence.
7. **Cancellation**
The Society may cancel this Policy by sending seven days' notice by registered letter or recorded delivery to **Your** last known address, who shall be entitled to a pro-rata return of the premium.
8. **Change of Occupancy/Circumstances**
You shall notify **The Society** if the private dwelling at the premises specified in the Schedule ceases to be **Your** permanent residence, or becomes regularly left unattended. Upon receipt of this notice, **The Society** has the option to amend the terms and conditions of this insurance.
9. **Building Works**
You shall notify **The Society** prior to the commencement of any **Building** works to **The Buildings** at the premises specified in the Schedule. Upon receipt of this notice **The Society** has the option to amend the terms and conditions of the insurance.
10. **Reasonable Precautions**
You shall take all reasonable steps to prevent loss, damage or accident and maintain **The Buildings** in a good state of repair.
11. **No Claim Discount**
If **You** do not make a claim during the period of insurance, **The Society** will reduce the renewal premium in line with the scale below: -



GENERAL CONDITIONS

NUMBER OF CONSECUTIVE YEARS WITHOUT A CLAIM	DISCOUNT
1 YEAR	5%
2 YEARS	10%
3 YEARS	17 ½%

If **You** make a claim during the period of insurance and the monetary **Value** of that claim is less than the annual premium then **The Society** will reduce the No Claim Discount in line with the scale below: -

NO CLAIM DISCOUNT AT THE START OF THE PERIOD	NO CLAIM DISCOUNT AT THE NEXT RENEWAL DATE FOLLOWING
5%	Nil
10%	Nil
17 ½%	10%

If more than one claim is made during a period of insurance the No Claims Discount at the next renewal date following is reduced to Nil.

12. Index Linking

(OPERATIVE ONLY IF INDICATED IN THE POLICY SCHEDULE)

The Society may increase the sums insured specified in **Your** Schedule to allow for increases in the cost of living in line with the Jersey Retail Price Index, and information ascertained from local qualified Chartered Surveyors.

The new sums insured and renewal premium will be shown within **Your** renewal invitation; **The Society** will not reduce the sums insured if the Jersey Retail Price Index falls.



CLAIMS PROCEDURE

MAKING A CLAIM

The Society hopes **You** will not suffer accidents or misfortune, but if **You** do the following may be useful.

1. Check the current Schedule and Policy wording to make sure that what **You** are claiming for is covered. Please remember not every eventuality is covered by this insurance.

The basis of claims settlement is shown under the relevant section of the Policy and this should be checked, along with the conditions and general exclusions to ensure that **You** comply with **The Society's** requirements.

2. Submit written notice to **The Society** within seven days of the date on which **You** become aware of the event.

In certain circumstances it may be necessary for an independent loss adjuster to be appointed by **The Society**. The loss adjuster will report to **You**, and **The Society** will pay the fee. If however **You** decide to employ **Your** own loss adjuster to act on **Your** behalf the fee will be **Your** responsibility.

3. When property is lost, stolen or maliciously damaged, immediately notify the police and take all reasonable steps to recover the property.
4. Where credit cards are lost or stolen the issuing company must be notified within 24 hours of the loss.
5. If someone is making a claim against **You** for injury or damage to property, **You** must send full details in writing as soon as possible. Please refrain from discussing any aspect of the claim with the other person or party. In no circumstances should **You** admit liability.
6. If **You** need help or have difficulty in preparing a claim, assistance can be obtained by contacting **The Society's** office at 74 Halkett Place, St Helier – Telephone 734246.



COMPLAINTS PROCEDURE

MAKING A COMPLAINT

Complaints

It is our intention to provide a high level of service to **You** at all times. However, should **You** have reason to complain about our service or products, **We** are committed to resolving the matter fairly and promptly through internal complaints handling procedures.

In summary **We** confirm that **You** can register a complaint either:-

1. By writing to:-
General Manager (or Deputy Manager)
Jersey Mutual Insurance Society
74 Halkett Place
St Helier
JE1 1BT
or
2. In person at the above address
or
3. By telephone on 01534 734246 or Facsimile on 01534 733381.
4. By email: info@jerseymutual.com

If **The Society** does not complete its investigation of a complaint within 3 months or **You** are not satisfied with our final decision **You** may be entitled to refer **Your** complaint to the Channel Islands Financial Ombudsman (“CIFO”) at:-

Channel Islands Financial Ombudsman
PO Box 114
St Helier
JE4 9QG

E Mail: enquiries@ci-fo.org ; Website: www.ci-fo.org

Telephone Number 01534 748610

Full details of **The Society's** complaints handling process and **Your** potential entitlement to refer **Your** complaint to CIFO is provided in **The Society's** Guide to Complaints, a copy of which is available upon request.



CONFIDENTIALITY, DATA PROTECTION AND MONEY LAUNDERING

All information about **You** will be treated as private and confidential (even when **You** are no longer a Policyholder) except where the disclosure is required by law or is required at **Your** request and made with **Your** consent in relation to arranging **Your** insurance.

The Society will use and disclose the information **We** have about **You** in the course of administering **Your** insurance. This may involve passing information about **You** to our reinsurers, independent Loss Adjusters/Assessors and other carefully selected companies whose products and services **We** feel may be of interest.

The Society is obliged to take reasonable steps to safeguard against the risk of financial crime. To help achieve this **We** may ask **You** to provide additional information relating to insurance transactions **You** ask **Us** to undertake on **Your** behalf.

The Society is registered as a Data Controller with the States of Jersey Data Protection Registrar in accordance with the Data Protection (Jersey) Law 2018. **You** have a right to request access to personal information about **You** that is held in our records and to ask **Us** to correct any inaccuracies. If **You** have any queries, please write to our: -

Compliance Officer
Jersey Mutual Insurance Society
74 Halkett Place
St Helier
Jersey
JE1 1BT



NOTES



Jersey Mutual Insurance Society

74 Halkett Place St Helier Jersey Channel Islands JE1 1BT
Tel: +44(0)1534 734246 • Email: info@jerseymutual.com
www.jerseymutual.com

Jersey Mutual is regulated by the Jersey Financial Services Commission