



SOVEREIGN



# High Value Home Insurance

## POLICY DOCUMENT

**Welcome to the Jersey Mutual Insurance Society and thank you for taking out our 'Sovereign' High Value 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 you have any questions after reading your policy, please contact us.*

**Jersey Mutual Insurance Society has been exclusively owned by our members since 1869**

*With 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.*

 **Jersey Mutual**  
The home of home insurance



## INTRODUCTION

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Welcome to the Jersey Mutual Insurance Society and thank you for taking out Our Sovereign High Value Home 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

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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**.

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## 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.



## CONTENTS - A GUIDE TO YOUR POLICY

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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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## INTRODUCTION

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This **Policy** of insurance, **Schedule** and any endorsement(s) applying to **Your Policy** form **Your Home Insurance Policy**. This document sets out the conditions of the contract of insurance between **You** and **Us** (Subject to **Our Constitution and Rules**). **You** should keep it in a safe place.

This **Policy** has been prepared in accordance with **Your** instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with **Your** requirements and that **You** understand its limits, terms conditions and exclusions. If **You** have any immediate questions, or there is something **You** are not sure about, please contact **Us**.

### **Your responsibilities to ensure Your cover is effective**

**You** must take all reasonable steps to prevent loss, damage or an accident and keep the **Buildings** in a good state of repair.

**You** must tell **Us** immediately if **You**

- stop using the **Home** as **Your** permanent private residence, or
- intend to leave the **Home Unoccupied** or it is likely that the **Home** will become **Unoccupied**

### **Informing Us of any changes**

**You** should tell **Us** immediately about any changes to **Your** circumstances that will affect this **Policy**.

### **Correct amounts insured**

**You** must keep the sums insured at a level which represents the full value of the property. Full value should represent:

For **Buildings**— the full rebuilding cost including removal of debris and professional fees

For **Contents**— the current cost as new

For **Valuables, Precious Metals, Antiques and Works of Art**— the current market value.

### **Building works**

**You** must also tell **Us** before **You** start any conversions, renovations; extensions or other structural work to the **Buildings**. When **We** receive this notice **We** have the option to change the conditions of this insurance. If **You** fail to tell **Us** **We** will not have to pay any claim caused by or resulting from the building works.

### **The Effects of Index-Linking**

The sums insured in Section 1 – **Buildings**, Section 2 – **Contents** and Section 3 – **Valuables, Precious Metals, Antiques & Works of Art** will be indexed each year in line with the following:

Section 1 – **Buildings** - Information ascertained from local qualified Chartered Surveyors.

Section 2 – **Contents** - The Jersey Retail Price Index.

Section 3 – **Valuables, Precious Metals, Antiques & Works of Art** - The Jersey Retail Price Index

**We** will not charge **You** an extra premium for any monthly increase, but at each renewal **We** will calculate the premium using the new sums insured. For **Your** protection should the index fall below zero **We** will not reduce the sum insured.

### **Cooling Off Period**

If **You** have not received a copy of **Your** full terms and conditions when **You** purchase **Your** insurance **Policy** from **Us**, **You** may cancel **Your Policy** within fourteen days from the date that **Your Policy** documents are received without penalty. **We** will not make a charge providing **You** do not need to make a claim.

### **Cancellation Clause**

**We** can cancel this insurance by giving you 30 (thirty) days' notice in writing. Any return premium due to **You** will depend on how long this insurance has been in force. **You** can also cancel this insurance at any time by writing to **Us**. Any return premium due to **You** will depend on how long this insurance has been in force and whether **You** have made a claim.

### **No Claim Discount**

If **You** do not make a claim during the **Period of Insurance**, **We** will reduce the renewal premium in line with the scale below:-

Number of Consecutive Years Without a Claim
1 Year – 5%
2 Years – 10%
3 Years – 17 ½%



## INTRODUCTION

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If **You** make a claim during the **Period of Insurance** and the monetary value of that claim is less than the annual premium then **We** will reduce the No Claim Discount (at the next renewal date following) in line with the scale below:-

No Claim Discount at the Start of the Period
5% to Nil
10% to Nil
17 ½% to 10%

If more than one claim is made during a **Period of Insurance** the No Claim Discount (at the next renewal date following) is reduced to Nil.



## POLICY DEFINITIONS

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These Definitions are applicable to the whole **Policy** or, where specifically stated, to a particular Section of the **Policy** wherever the words appear in bold starting with a Capital letter. These Definitions are subject to the terms, conditions, limits and exclusions of the **Policy**.

### A

#### ANTIQUES AND WORKS OF ART

**Antiques and Works of Art** includes but is not limited to furniture, paintings, drawings, china, glass, porcelain and all other collectable property which belongs to **You** or for which **You** are legally responsible provided it is not business property.

### B

#### BUILDINGS

- The **Home**
- Fixtures and fittings that are fixed to and form part of the structure of **Your Home** (including radio and television aerials, satellite dishes, their fittings and masts, decorations including wallpaper, murals and stencilling, bathroom suites, fitted kitchens and flooring)
- Underground service pipes and cables, sewers, drains and septic tanks
- Permanently installed lighting, swimming pools, tennis courts, hot tubs, decking, drives, footpaths, patios and terraces, walls, gates, fences, hedges and fixed fuel tanks

which **You** own or for which **You** are legally responsible within the **Premises** named in the **Schedule**.

### C

#### CONTENTS

Household goods and personal property normally kept within the **Premises** named in the **Schedule**, which **You** own or for which **You** are legally responsible, including: -

- garden furniture, garden machinery, permanently fixed statues and ornaments and other similar articles which are normally kept outdoors, whilst in the open but within the **Premises** up to £5,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**)
- **Money** up to £2,500 in total whilst anywhere in the world
- **Credit Cards** but **We** will only pay amounts **You** become legally liable to pay not exceeding £10,000 in total, as a result of unauthorised use,

after they have been lost or stolen, anywhere in the world, provided **You** comply with all the terms under which the **Credit Cards** were issued

- deeds and registered bonds and other personal documents up to £5,000 in total
- stamps or coins forming part of a collection up to £5,000 in total
- **Antiques and Works of Art** up to £25,000 in total
- **Precious Metals** up to £15,000 in total
- **Valuables** up to £15,000 in total
- freezer contents up to the **Contents** sum insured
- pedal cycles up to £5,000 any one cycle
- computer software (including the cost of reconstituting electronic data) up to £2,500 in total during the **Period of Insurance**.

#### But excluding: -

- motor vehicles (other than quad bikes, golf buggies, trailers and motorcycles up to 50cc whilst in a locked building, electric wheelchairs, mobility scooters or items designed for a child's use up to £5,000 in total), caravans or their accessories
- any animal, plant or tree
- watercraft (other than dinghies, rowing boats, sailboards or windsurfers up to a value of £5,000 in total)
- any part of the **Buildings** or **Tenants Improvements**
- any property held or used for business purposes other than office equipment and **Your** stock up to £10,000 in total.

#### CREDIT CARDS

Credit cards, charge cards, debit cards, banker's cards and cash dispenser cards.



## POLICY DEFINITIONS

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### D

#### **DEDUCTIBLE**

The amount for which **You** are responsible of each agreed claim.

### E

#### **ENDORSEMENT**

A change in the terms and conditions of this insurance. If any apply to this they will appear on **Your Schedule**.

### H

#### **HOME**

The house or flat including the garages, greenhouses and outbuildings at the same address used for domestic purposes at the **Premises** shown in the **Schedule**.

### I

#### **IDENTITY THEFT**

Means someone, or a group of people knowingly using a means of identification belonging to **You** without **Your** knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act, or series of acts, against one of **You** by one person or group of people is considered to be one **Identity Theft**.

### M

#### **MONEY**

Any of the following held for private or domestic purposes:

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens
- travel tickets.

### P

#### **PERIOD OF INSURANCE**

The length of time for which this insurance is in force, as shown in the **Schedule**, for which **You** have paid and **We** have accepted a premium.

### **POLICY**

This insurance **Policy**, **Schedule** and any **Endorsements** relating to the insurance cover.

### **PRECIOUS METALS**

Means any metal that has a high economic value due to its rarity and includes, but is not limited to gold, silver and platinum and metal items that are plated the same.

### **PREMISES**

The address which is named in the **Schedule**.

### S

#### **SCHEDULE**

The **Schedule** is part of this insurance **Policy** and contains details of **You**, the **Premises**, the sums insured, the **Period of Insurance** and the sections of this insurance that apply.

### T

#### **TENANTS IMPROVEMENTS**

The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries

### U

#### **UNITED KINGDOM**

The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries





## POLICY DEFINITIONS

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### **UNOCCUPIED**

A **Home** is unoccupied if it has not been lived in for 60 (sixty) consecutive days, or does not have enough furniture to be lived in normally.

### **V**

#### **VALUABLES**

Includes but is not limited to any jewellery, watches and furs.

### **W**

#### **WE/US/OUR**

Means Jersey Mutual Insurance Society.

### **Y**

#### **YOU/YOUR/INSURED**

The person or persons named in the **Schedule** and all members of their family who permanently live in the **Home**, including domestic staff that live in the **Home**.



## SECTION I | BUILDINGS

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### What is covered

This insurance covers the **Buildings and Tenants Improvements** for physical loss or physical damage during the **Period of Insurance**.

### What is not covered

1. Loss or damage directly or indirectly caused by or arising from:
  - a. any demolition, alteration, extension, repair, cleaning, maintenance or any other similar process to the **Buildings**
  - b. warping, shrinking or normal settlement or collapse
  - c. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or any other gradually operating cause
  - d. misuse or faulty design, specification, workmanship or materials
  - e. dryness, dampness, extremes of temperature or exposure to light
  - f. chewing, scratching, tearing or fouling by animals
  - g. pollution and/or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the **Premises**
2. The cost of general maintenance, electrical or mechanical faults or breakdown.
3. Damage caused by frost other than to fixed water tanks, apparatus or pipes.
4. Loss or damage whilst the **Buildings** are **Unoccupied** unless such loss or damage is caused by:
  - a. fire, lightning or explosion
  - b. aircraft and other flying devices or items dropped from them
5. Loss or damage caused by storm or flood to gates, hedges or fences
6. Loss or damage caused by coastal or river erosion
7. Loss or damage caused by subsidence, landslip or heave of the site upon which the **Buildings** stand:
  - a. to solid floors unless the load bearing walls of the private dwelling are also damaged at the same time
  - b. to swimming pools, tennis courts, hot tubs, decking, drives, footpaths, patios and terraces, walls, gates, fences, hedges and fixed fuel tanks unless the main house is also damaged at the same time
8. The **Deductible**



## SECTION I | BUILDINGS

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### What is covered

- I.
  - a. Loss of rent due to **You** which **You** are unable to recover as landlord whilst **Your Home** cannot be lived in because of loss or damage **We** have agreed to pay for under this insurance.
  - b. The reasonable and necessary additional costs of alternative accommodation whilst **Your Home** cannot be lived in because of loss or damage **We** have agreed to pay for under this insurance. This includes accommodation for **Your** domestic pets and horses.
  - c. The reasonable and necessary additional costs of alternative accommodation due to a local authority prohibiting **You** from living in **Your Home** due to physical loss or physical damage to a neighbouring property. This includes accommodation for **Your** domestic pets and horses.
2. Costs **You** have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation;
  - a. Within **Your Home**.
  - b. From the underground service pipes for which **You** are legally responsible outside the **Home** but at the address shown in the **Schedule**.
3. Increased metered water or domestic heating fuel charges **You** have to pay following an escape of water or domestic heating fuel, which gives rise to an admitted claim under Section I.
4. Costs **You** have to pay to restore **Your** garden following loss or damage by fire, lightning, explosion, earthquake, aircraft or items falling from and other flying devices, theft or attempted theft, or damage caused by malicious persons or the Emergency Services.
5. Anyone buying **Your Home** who will have the benefit of Section I until the sale is completed or the insurance ends, whichever is the sooner.

### What is not covered

- I.
  1. Loss of rent for a period of more than 24 (twenty four) months.
  2. Additional costs of alternative accommodation for a period of more than 24 (twenty four) months.
  3. Additional costs of alternative accommodation for a period of more than one month following a local authority prohibiting **You** from living in **Your Home** due to physical loss or physical damage to a neighbouring property.
  4. More than £10,000 for the accommodation of **Your** domestic pets and horses.
  5. The **Deductible**.
1. Any amount over the **Buildings** sum insured.
2. The **Deductible**.
1.
  1. More than £2,500 any one claim if **You** claim for such loss under Sections I and 2 **We** will not pay more than £2,500 in total for any one claim.
  2. The **Deductible**.
1.
  1. More than £500 for any plant, tree or shrub.
  2. More than £5,000 in total during the **Period of Insurance**.
  3. The **Deductible**.
1. If the **Buildings** are insured under any other insurance.





## SECTION 2 | CONTENTS

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### What is covered

This insurance covers the **Contents** for physical loss or physical damage anywhere in the world during the **Period of Insurance**

### What is not covered

1. Loss or damage directly or indirectly caused by or arising from:
  - a. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
  - b. misuse or faulty design, specification, workmanship or materials
  - c. dryness, dampness, extremes of temperature or exposure to light
  - d. chewing, scratching, tearing or fouling by pets
  - e. dyeing, cleaning, repair, renovation, restoration or being worked upon
  - f. pollution and/or contamination of any kind other than as a result of escape of water or domestic heating fuel from a fixed domestic heating installation at the **Premises**.
2. The cost of general maintenance, mechanical or electrical faults or breakdown.
3. Loss or damage to property in the open caused by storm or flood.
4. Loss of or damage to any item, during transit, which is not suitably packed and secured.
5. any property insured under any other insurance.
6. The **Deductible**



## SECTION 2 | CONTENTS continued

### What is covered

This section also provides cover for:

1. Rent **You** have to pay as occupier if the **Buildings** cannot be lived in following loss or damage that is covered under Section 2.
2. The reasonable and necessary additional costs of alternative accommodation whilst **Your Home** cannot be lived in because of loss or damage **We** have agreed to pay for under this insurance. This includes accommodation for **Your** domestic pets and horses.
3. **Your** legal responsibility as a tenant for physical loss or physical damage to the **Buildings** caused by loss or damage that is covered under Section 2.
4. New items **You** have purchased but about which **You** have not yet informed **Us** including items which are only intended to be in **Your** possession for a short time such as gifts for others.
5. Fatal injury to **You** caused by fire at the **Premises** or assault elsewhere within the United Kingdom provided that death ensues within 12 (twelve) months of such injury, for the following amounts:
  - a. £50,000 for each insured person over 16 (sixteen) years of age
  - b. £5,000 for each insured person under 16 (sixteen) years of age at the time of death

### What is not covered

1. Rent for a period of more than 24 (twenty four) months.
1. Additional costs of alternative accommodation for a period of more than 24 (twenty four) months. If **You** claim for additional costs of alternative accommodation under Sections 1 and 2 **We** will not pay **You** for additional costs of alternative accommodation for a period of more than 24 (twenty four) months in total.
2. More than £10,000 for the accommodation of **Your** domestic pets and horses. If **You** claim for additional costs of alternative accommodation for **Your** domestic pets and horses under Sections 1 and 2 the most **We** will pay **You** is £15,000 in total.
1. Any amount over 20% of the sum insured under Section 2 for the **Contents** of the **Buildings** damaged or destroyed.
2. Loss or damage caused by fire, lightning or explosion to the **Buildings** other than to the landlord's fixtures and fittings.
3. Loss or damage arising from subsidence, heave or landslip.
4. The **Deductible**.
1. Loss or damage or any proportion of loss or damage which **We** specifically exclude elsewhere under Section 2.
2. Any amount over 25% of the sum insured under Section 2 for **Contents**
3. **We** will not pay after 60 days of purchase if **You** have not informed **Us** about such purchase(s).
4. The **Deductible**.



## SECTION 2 | CONTENTS continued

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|---|--|
| 6. Costs <b>You</b> have to pay for replacing locks to safes, alarms and outside doors and windows in the <b>Home</b> following theft or loss of keys.  | 1. Any amount over the <b>Contents</b> sum insured.  |
| 7. Increased metered water charges or domestic heating fuel charges <b>You</b> have to pay following an escape of water or domestic heating fuel which gives rise to an admitted claim under Section 2. | 1. More than £2,500 any one claim if <b>You</b> claim for such loss under Sections 1 and 2 <b>We</b> will not pay more than £2,500 in total for any one claim.<br>2. The <b>Deductible</b> . |

### CLAIMING UNDER SECTION 2 — CONTENTS

- If **You** claim for physical loss or physical damage to the **Contents** **We** will at **Our** option repair, replace or pay for any article covered under Section 2. For total physical loss or physical destruction of any article **We** will pay **You** the cost of replacing the article as new. **We** will not deduct any amount for wear and tear.
- **We** will not pay more than the sum insured for the **Contents** of each **Premises** shown in the **Schedule**.
- In the event that your **Contents** are lost or damaged, if the lost or damaged item is part of a pair, set, suite or other items of a common nature, colour, design or use and **We** cannot repair the damaged item or arrange an exact replacement, **We** will replace the whole pair, set, suite or other items of a common nature, colour, design or use as new, but no more than the sum insured stated in **Your Schedule**.
- **You** will pay the **Deductible**.
- **We** will not reduce the sum insured under Section 2 after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.



## SECTION 3 | VALUABLES, PRECIOUS METALS, ANTIQUES AND WORKS OF ART

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### What is covered

1. **Valuables** listed in the **Schedule** (or specification(s) attached)
2. **Antiques and Works of Art** listed in the **Schedule** (or specification(s) attached)
3. **Precious Metals** listed in the **Schedule** (or specification(s) attached)

against physical loss or physical damage anywhere in the world.

### What is not covered

1. Any loss or damage directly or indirectly caused by or arising from:
  - a. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
  - b. misuse or faulty design, specification, workmanship or materials
  - c. dryness, dampness, extremes of temperature or exposure to light
  - d. chewing, scratching, tearing or fouling by pets
  - e. pollution and/or contamination of any kind other than as a result of escape of water or domestic heating fuel from a fixed domestic heating installation at the **Premises**.
2. Mechanical or electrical faults or breakdown.
3. Loss or damage to **Antiques and Works of Art**, and **Precious Metals** during transit by sea or air unless **You** have informed **Us** prior to the transit taking place and **We** have agreed to cover the transit.
4. Loss or damage during transit to any item, which is not professionally packed and secured.
5. More than £15,000 in respect of any one item of **Valuables** or **Precious Metals** unless otherwise stated in the **Schedule**.
6. More than £25,000 in respect of any one item of **Antiques and Works of Art** unless otherwise stated in the **Schedule**.
7. The **Deductible**.





## SECTION 3 | VALUABLES, PRECIOUS METALS, ANTIQUES AND WORKS OF ART continued

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### NEW ITEMS PURCHASED BY YOU

We will automatically cover new items of **Antiques and Works of Art Precious Metals and Valuables** against physical loss or physical damage that **You** have purchased after the inception of this insurance, but about which **You** have not yet informed **Us**. The most **We** will cover will be the lesser of 25% of the total sum insured stated in the **Schedule** or the market value. **We** will not cover newly purchased items after 60 (sixty) days of purchase if **You** have not informed **Us** about such purchases.

### DEFECTIVE TITLE EXTENSION

If, during the **Period of Insurance**, someone claims that an item of specified **Antiques and Works of Art** 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 only do this if:

- a. **You** bought the item during the period that the **Antiques and Works of Art** have been insured with **Us**;
- b. **You** tell **Us** about the claim during the **Period of Insurance**, and
- c. **You** made reasonable enquiries about the item's provenance before **You** bought it.

The most **We** will pay under this extension for the **Period of Insurance** is 10% for the total amount insured for **Antiques and Works of Art**, but in any case not more than £25,000.

This extension does not apply to any items **You** inherited, or that were given to **You**.

### DEATH OF ARTIST EXTENSION

During the **Period of Insurance**, if an artist dies **We** will automatically increase the amount insured for any item of **Antiques and Works of Art** listed in the **Schedule** by 100%. **We** will only do this for the 6 (six) months immediately following the death of the artist and provided **You** can provide **Us** with an independent professional valuation or purchase receipt which is not more than three years old. **You** must be able to prove the increased value if **You** make a claim for that item.

The most **We** will pay under this cover extension is £100,000 in total during the **Period of Insurance**.

### IDENTITY THEFT EXTENSION

If, during the **Period of Insurance**, **You** suffer an **Identity Theft** **We** will cover **You** for the following reasonable and necessary expenses.

- A. The cost of legal fees defending a claim against **You** by financial institutions or similar credit grantors or agencies, to remove incorrect judgements, to challenge a consumer credit rating or to notarise **Your** signature.
- B. The cost of sending registered mail to police, credit reference agencies, financial institutions or similar credit grantors.
- C. **Your** lost earnings as a result of **You** taking time off work to meet with, or talk to police, credit reference agencies and/or legal counsel or to complete statutory declarations. **We** will only cover **Your** loss of earnings for up to 12 (twelve) months after **You** discover the Identity Theft

But limited in any case to £10,000 for any one **Identity Theft**.



## SECTION 3 | VALUABLES, PRECIOUS METALS, ANTIQUES AND WORKS OF ART continued

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### Claiming under Section 3 - Valuables, Precious Metals, Antiques and Works of Art

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

- **Valuables**

**We** will at **Our** option repair, replace or pay for any article lost or damaged. In the event of partial loss or partial damage, **We** will pay all costs and expenses **You** have necessarily incurred, with **Our** consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sum(s) insured for the item(s) damaged.

In the event of total loss or destruction of items, **We** will pay the sum insured for such item(s) or their market value at the time of the loss, whichever is the less.

In the event that your **Valuables** are lost or damaged, if the lost or damaged item is part of a pair, set, suite or other items of a common nature, colour, design or use and **We** cannot repair the damaged item or arrange an exact replacement, **We** will replace the whole pair, set, suite or other items of a common nature, colour, design or use as new, but no more than the sum insured stated in **Your Schedule**.

**You** will pay the **Deductible** shown in **Your Policy Schedule**.

- **Precious Metals, Antiques and Works of Art**

**We** will at **Our** option repair, replace or pay for any article lost or damaged. In the event of partial loss or partial damage, **We** will pay all costs and expenses **You** have necessarily incurred, with **Our** consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sum(s) insured for the item(s) damaged.

In the event of total loss or destruction of items, **We** will pay the sum insured for such item(s) or their market value at the time of the loss, whichever is the less.

In the event that **Your Precious Metals, Antiques and Works of Art** are lost or damaged, if the lost or damaged item is part of a pair, set, suite or other items of a common nature, colour, design or use and **We** cannot repair the damaged item or arrange an exact replacement, **We** will replace the whole pair, set, suite or other items of a common nature, colour, design or use as new, but no more than the sum insured stated in **Your Schedule**.

- **You** will pay the **Deductible** shown in **Your Policy Schedule**.



## SECTION 4 | YOUR LIABILITIES

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### Legal Liability to Domestic Staff

This Section applies only if the **Contents** are insured under Section 2 of this insurance.

#### What is covered

Any amounts that **You** become legally liable to pay, including costs and expenses which **We** have agreed in writing, for bodily injury by accident happening during the **Period of Insurance** anywhere in the world to **Your** domestic staff in connection with the **Premises** shown in the **Schedule**.

#### What is not covered

Any bodily injury arising directly or indirectly:

1. from any motorised or horse drawn vehicle other than:
  - a. domestic garden equipment and quad bikes used within the **Premises** and
  - b. pedestrian controlled garden equipment, electric wheelchairs, mobility scooters or items designed for a child's use whilst elsewhere.
2. from passing on any infectious disease, virus, syndrome or illness.
3. in Canada or the United States of America after the total period of stay has exceeded 60 (sixty) days in the **Period of Insurance**.
4. amounts **You** are legally liable to pay following any judgment or award given or made outside the courts of the **United Kingdom** or any member state of the European Union. This exclusion applies to the enforcement of any such award in a court in the **United Kingdom** or within the European Union.

**We** will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **We** have agreed in writing.



## SECTION 4 | YOUR LIABILITIES continued

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### Legal Liability to the Public

This Section applies only if the **Schedule** shows that either the **Buildings** are insured under Section 1 or the **Contents** are insured under Section 2 of this insurance.

Limit of insurance

**We** will not pay

- more than £5,000,000 in all in respect of pollution and/or contamination
- 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 **We** have agreed in writing in respect of other liability covered under Section 4.

### Part A Standard Cover

This Section applies in the following ways:

- if the **Buildings** only are insured, **Your** legal liability as owner only but not as occupier is covered under 1. of What is covered, below.
- if the **Contents** only are insured, **Your** legal liability as occupier only but not as owner is covered under 1. and 2. of What is covered, below.
- if the **Buildings** and **Contents** are insured, **Your** legal liability as owner or occupier is covered under 1. and 2. of What is covered, below.

### What is covered

1. Any amounts **You** (as owner or occupier) become legally liable to pay as damages for:
  - a. bodily injury
  - b. damage to property caused by an accident happening anywhere in the world during the **Period of Insurance**.

OR

2. Any amounts **You** (as a private individual) become legally liable to pay as damages for:
  - a. bodily injury
  - b. damage to property caused by an accident happening at the premises during the **Period of Insurance**.

### What is not covered

1. Bodily injury to:
  - a. **You**
  - b. any other permanent member of the **Home**
  - c. any person who at the time of sustaining such injury is engaged in **Your** service.
2. Passing on any infectious disease, virus, syndrome or illness.
3. Damage to property owned by or in the charge or control of:
  - a. **You**
  - b. any other permanent member of the **Home**.
  - c. any person engaged in **Your** service.
4. Any liability in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 (sixty) days in the **Period of Insurance**.
5. Any contractually assumed liability unless **You** would have been liable by law if the contract had not existed.
6. Any liability arising directly or indirectly out of any profession, occupation, business or employment which **You** have assumed under contract and which would not otherwise have attached.



## SECTION 4 | YOUR LIABILITIES continued

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7. Any liability arising out of **Your** ownership, possession or use of any motorised or horse drawn vehicle other than:
  - a. domestic gardening equipment and quad bikes used within the **Premises**, and
  - b. pedestrian controlled gardening equipment, electric wheelchairs, mobility scooters or items designed for a child's use, whilst elsewherebut excluding any legal liability arising from the use or presence of the same on any public highway.
  - c. golf buggies and motor cycles up to 50cc but excluding any legal liability arising from the use or presence of the same on any public highway.
  - d. any power-operated lift other than those produced and installed specifically for the use of the disabled or infirm
  - e. any aircraft (including drones) or watercraft other than manually operated rowing boats, punts, canoes and dinghies up to 12 (twelve) feet in length.
8. Any animal other than cats, horses, or dogs.
9. Any liability in respect of any kind of pollution and/or contamination other than:
  - a. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of Insurance** at the **Premises** named in the **Schedule**, and
  - b. reported to **Us** not later than 30 (thirty) 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.
10. Any liability arising out of **Your** ownership, occupation, possession or use of any land or building that is not within the **Premises**
11. **You** are not covered under Section 4 if **You** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.



## GENERAL EXCLUSIONS

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We will not pay for

- Loss or destruction of or damage to any property whatsoever; or any loss or expenses whatsoever resulting or arising therefrom or
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

### 1. Radioactive Contamination and Nuclear Assemblies

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

### 2. War and Coniscation

- a. Any acts of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
- b. 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. Computer Failure

Equipment, integrated circuit, computer chip, computer software or any other computer related equipment caused by computer failure, computer error or any other malfunction;

### 4. Electronic Data

- a. Computer viruses (a corrupting instruction from an unauthorised source that propagates itself via a computer system or network);
- b. The erasure and corruption of electronic data, other than as a direct result of an event which also gives rise to a valid claim elsewhere under Section 2;

### 5. Cyber Loss

- 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.

### 6. Terrorism

- a. Any loss or damage or liability, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b. Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, from or in connection with any action taken in controlling, preventing suppressing or in any way relating 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 similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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



## YOUR DUTIES

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### General duties:

- **You** must take all reasonable steps to prevent loss or damage and keep the insured items in a good state of repair.
- **You** must keep the sums insured at a level which represents the full value of the property. Full value should represent the current market value.

In the event of a claim or possible claim under this insurance:

- **You** must notify **Us** as soon as reasonably possible giving full details of what has happened.
- **You** must provide **Us** with written details of what has happened within 7 days of the occurrence giving rise to a claim and provide any other information **We** may reasonably require including proof of ownership and value.
- **You** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.

Fundamental Rules – **You** shall be bound by and shall conform to **Our** Fundamental Rules (A copy of which is available at **Our** offices).

If **You** fail to comply with any of the above duties, any claim **You** make may not be paid.

### How we deal with your claim

**We** may take responsibility for conducting, defending or settling any claim in **Your** name and take any action **We** consider necessary to enforce **Your** rights or **Our** rights under this insurance.

**We** will not pay 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. This clause does not apply to fatal injury (Section 2).



## FURTHER INFORMATION

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### 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 Third Floor  
One Seaton Place  
St Helier  
JE2 3QL  
or
2. In person at the above address  
or
3. By telephone on 01534 734246  
or
4. By email: [info@jerseymutual.com](mailto:info@jerseymutual.com)

If **We** do not complete the 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](mailto:enquiries@ci-fo.org)  
Website: [www.ci-fo.org](http://www.ci-fo.org)

Telephone Number 01534 748610

Full details of the **Our** complaints handling process and **Your** potential entitlement to refer **Your** complaint to CIFO is provided in **Our** 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 the Insured) 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.

**We** 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.

**We** are 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.

**We** are registered as a Data Controller with the Jersey Office of the Information Commissioner (JOIC) 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 specific data protection queries, concerns or a complaint, please write to our Data Protection Officer on [info@jerseymutual.com](mailto:info@jerseymutual.com) or write to us at :

Jersey Mutual Insurance Society  
Third Floor  
One Seaton Place  
St Helier  
Jersey  
JE2 3QL

If you are unhappy, you have the right to lodge a complaint with the Jersey Office of the Information Commissioner (JOIC). The contact details for the JOIC are below :

Jersey Office of the Information Commissioner  
2nd Floor  
5 Castle Street  
St Helier  
Jersey  
JE2 3BT  
Email : [enquiries@jerseyoic.org](mailto:enquiries@jerseyoic.org)  
Tel : +44 (0) 1534 716530





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[www.jerseymutual.com](http://www.jerseymutual.com)

Jersey Mutual is regulated by the Jersey Financial Services Commission