

# PERSONAL POSSESSIONS INSURANCE

All information supplied by the Insured in connection with this insurance forms part of the contract between the Insured and the Insurer

In return for payment by the Insured to the Insurer of the premium required the Insurer will provide the insurance described in this Policy

## Insuring Clause

In the event of Damage to Property by any accidental cause during the Period of Insurance and within the Territorial Limits the Insurer will indemnify the Insured for such Damage in accordance with the Basis of Settlement

## Definitions

Damage	loss destruction or damage
Insured	person(s) named in the Schedule
the Insurer	Cedar Insurance Company Limited
Period of Insurance	period of insurance stated in the Schedule and any additional period for which payment is made by the Insured and is accepted by the Insurer
Policy	policy wording together with the Schedule and all endorsements and notices issued by the Insurer
Premises	the Insured's residence at the address stated in the Schedule
Property	items comprising Specified Personal Possessions and Unspecified Personal Possessions belonging to the Insured or for which he/she is legally responsible
Schedule	most recent schedule issued to the Insured by the Insurer
Specified Personal Possession(s)	item(s) specifically described in the Schedule comprising solely of property defined under Definition Unspecified Personal Possessions
Territorial Limits	the territorial limits stated in the Schedule
Unspecified Personal Possessions	clothing jewellery watches binoculars musical instruments televisions and photographic sports computer video and audio equipment photographs records tapes discs or software

## Basis of Settlement

In the event of Damage the Insurer will settle any valid claim by payment replacement or repair at its option on the basis of indemnity by calculating the value of each item at the time of Damage after due consideration for wear tear and depreciation

If the Sum Insured for all property of the Insured comprising Unspecified Personal Possessions is less than its value at the time of Damage the Insurer will only pay the same proportion of the Damage as the Sum Insured bears to such value

If the Sum Insured for any Specified Personal Possession is less than its value at the time of Damage the Insurer will only pay the same proportion of the Damage as the Sum Insured bears to such value

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

## Limits

The Insurer's liability shall not exceed the Sum Insured for each item and in total the Total Sum Insured stated in the Schedule

The Insurer's liability in respect of each item comprising Unspecified Personal Possessions shall not exceed £200

The Insurer's liability in respect of Property kept in the locked boot of an unoccupied motor car shall not exceed £250

The Insurer's liability in respect of Unspecified Personal Possessions whilst outside of the Premises shall not exceed 50% of the Sum Insured for such property

## Exclusions

- (1) This Policy does not cover Damage directly or indirectly caused by or contributed to by or arising from
  - (a) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or act of terrorism
  - (b) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (c) the radioactive toxic explosive or other hazardous or contaminating properties of any nuclear installation reactor or other nuclear assembly or nuclear component thereof
  - (d) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
  - (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - (f) manufacturing defect inherent vice defective workmanship wear tear or depreciation rot fungus mildew insects woodworm or vermin domestic pets corrosion electrical or mechanical breakdown or derangement atmospheric conditions any gradually operating cause or any process of cleaning repairing or restoring
  - (g) deliberate Damage neglect wilful abuse or misuse
  
- (2) This Policy does not cover
  - (a) the first £50 of each and every claim increasing to £250 following escape of water from any apparatus or pipe at any premises comprising a flat or maisonette
  - (b) documents mobile phones pedal cycles or laptops unless specified in the Schedule
  - (c) Property of a consumable type or nature
  - (d) Property whilst being used for professional or business purposes
  - (e) sports clothing and equipment whilst in use
  - (f) any photograph record tape disc or software or the value of any information on it other than its value as unused material
  - (g) damage to musical instruments by denting or scratching
  - (h) theft from the Premises unless entry thereto has been gained by forcible and violent means
  - (i) Damage to Property in the Premises if the Premises has been left unoccupied by the Insured for more than 30 consecutive days
  - (j) Damage to Property that has been outside of the United Kingdom for more than 30 consecutive days
  - (k) Damage to Property once the Insured no longer resides in the United Kingdom
  - (l) Property outside of the Premises unless they are in
    - (i) the custody and control of the Insured
    - (ii) a locked room or cupboard provided that in the event of theft entry is gained by forcible and violent means
    - (iii) the locked boot of an unoccupied motor car for a maximum of six hours provided that in the event of theft entry is gained to the boot by forcible and violent means
  - (m) vandalism carried out by any person legally in the Premises
  - (n) Damage arising from delay confiscation or detention by customs officials the police or similar authority
  - (o) any consequential loss
  - (p) any unexplained loss shortage or disappearance

## General Conditions

### (1) Procedure for Notifying Claims

If any event happens which may give rise to a claim being made under this Policy the Insured must

- (a) notify the Insurer as soon as possible and give full details of the occurrence
  - (b) inform the police immediately of any malicious damage or of the theft or loss of any Property
  - (c) send to the Insurer at their own expense a written claim together with such detailed particulars and proofs certificates or other documents as may reasonably be required by the Insurer and also details of any other insurance covering the Damage for which the Insured is claiming under this Policy within
    - (i) seven days of Damage caused by riot or civil commotion
    - (ii) thirty days of Damage by any other cause
  - (d) take all reasonable steps to diminish or avoid the Damage
- If the Insured needs to notify the Insurer of a claim or of any circumstance or incident which may cause a claim the Insured should contact the Insurer through

Globelink International Travel Insurance Consultants Ltd  
84 Cannon Street Little Downham Ely Cambridgeshire CB6 2SS  
Telephone 01353 699082 Email globelink@globelink.uk.com

### (2) Fraud

If any claim shall be in any respect fraudulent or any fraudulent means or devices are used by the Insured or anyone acting on their behalf to obtain any benefit under this Policy all benefits provided by this Policy shall be forfeited

### (3) Observance

The due observance and fulfilment of the provisions of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurer to make any payment under this Policy

### (4) Other Insurance

If at the time of Damage there shall be any other insurance covering the same Damage the Insurer shall not be liable under this Policy except for any amount over and above the amount payable under the other insurance

### (5) Duty of Care

The Insured shall take all reasonable precautions for the safety of Property

### (6) Insurer's Rights

The Insurer shall be entitled if the Insurer so desires to prosecute in the name of the Insured for the Insurer's own benefit any claim for indemnity and shall have full discretion in the conduct of any proceedings and the Insured shall give such information and assistance to the Insurer as it may require

### (7) Misrepresentation

Any misstatement concealment of any material fact misrepresentation or misdescription in any material particular renders this Policy void at the Insurer's option

### (8) Cancellation

The Insurer may cancel this Policy by sending 14 days notice by recorded delivery letter to the Insured at their last known address and in such event the Insured shall become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance

The insured may cancel this Policy at any time although under such circumstances the Insurer shall not allow a refund of premium for the unexpired period of insurance other than within the first 14 days of the Insured's receipt of this Policy

No refund of premium is allowable if a claim has been made during the same Period of Insurance

### (9) Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force at the time Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer

### (10) Change of Address

The Insured shall notify the Insurer immediately of any change of address at which Property is normally kept

### (11) Tax

In addition to the premium you shall pay to the Insurer any tax due on the premium that the Insurer is required to collect in accordance with current legislation

### (12) Law

There is a choice of law applicable to this insurance but unless agreed otherwise between the Insured and the Insurer English Law will apply

### (13) Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured for the purpose of accepting insurance and handling any claims may if necessary be divulged to third parties provided that it will be processed by the Insurer in compliance with the provisions of the Data Protection Act 1998

### (14) Contracts (Rights of Third Parties Act) 1999

A person or company who was not party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this Condition does not effect any right or remedy of a third party which exists or is available other than by virtue of this act

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## Complaints Procedure

It is always our intention to provide you with a first class standard of service. Misunderstandings can however occur and we would prefer to know about the occasional problem than for you to remain dissatisfied. If a problem arises regarding this insurance that cannot be resolved to your satisfaction, please address the matter to:

Globelink International Travel Insurance Consultants Ltd 84 Cannon Street Little Downham Ely Cambridgeshire CB6 2SS  
Telephone 01353 699082 Email globelink@globelink.uk.com

If you remain dissatisfied and wish to make a complaint, you may contact:

The Managing Director Cedar Insurance Company Limited De Vere House 90 St Faiths Lane Norwich NR1 1NL.

If you are still dissatisfied, it may be possible for you to refer the matter to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints procedure.



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