

first  protect



Your Contents
Tenants Policy Wording



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How to make a claim

- 1 Check **your policy schedule** and this policy wording, which give details of what is covered and what is not covered.
- 2 Follow the General Conditions and General Exclusions of this policy wording.
- 3 Please call the number shown on **your insurer information document** at **your earliest opportunity**.

If **you** have any questions, please contact **your insurance advisor**.

Your Policy Wording

Please read this policy wording, **your policy schedule**, **your insurance product information document** and **your insurer information document** carefully so that **you** know what **you** are insured for. Make sure that **you** read the general exclusions, conditions and, if shown in **your policy schedule** any **endorsements** that apply. If the cover does not meet **your** requirements or if **you** have any questions, please contact **your insurance advisor** at **your** earliest opportunity.

This is a legally binding contract of insurance between **you** and **your insurer** (as shown in **your current policy schedule**). The legally binding contract includes this policy wording and **your policy schedule**. **Your statement of fact** is a record of the information provided or validated by **you**, in order for the contract to be offered.

Your insurer has agreed to insure **you** for the **period of insurance** under the terms, conditions and exclusions in this policy wording and any **endorsements** that apply. **You** are insured for any liability, loss or damage that happens, subject to any exclusion in this policy wording or any **endorsements** applied. This is provided **you** have paid or agreed to pay the premium and **you** meet all the conditions set out in this policy wording.

Statement of Fact

Please read the **statement of fact** carefully as this is a record of the information provided or validated by **you** and is the means to identify the information collected in order to offer the contract. If there are any inaccuracies or omissions **you** should contact **your insurance advisor** immediately to enable **your insurance advisor** to issue a replacement **statement of fact** and advise **you** of any resultant changes in terms or premium. **Your insurer** reserves the right to refuse this insurance if the amended information disclosed renders this risk unacceptable.

Renewing your policy

At renewal, **your insurance advisor** will check that the premium offered by **your current insurer** is still the most competitive. If one of **your insurance advisor's** alternative panel members offers a more competitive price then **your insurance advisor** will transfer **your** cover to the alternative insurer. Please note that **you** should always check **your policy schedule**, **sums insured**, and any applicable **endorsements** to ensure cover remains adequate for **your** needs. Please advise **your insurance advisor** at **your** earliest opportunity if cover no longer meets your needs.

Authority to renew

For **your** convenience and protection, provided that **your insurance advisor** is able to collect the premium by Direct Debit, **your insurance advisor** will automatically renew or replace **your** policy unless **you** tell **your insurance advisor** not to. **Your insurance advisor** will write to **you** before the policy renewal date to remind **you** of this, to outline any change to the conditions of **your** policy and to let **you** know what the new premium will be. (Please also see **Your Right to Cancel**).

Also for **your** protection - if the **home** is in a flood plain or in an area prone to flooding, or if **you** have made a claim on **your** policy in relation to flooding or **subsidence**, then **you** are advised not to cancel this policy until suitable alternative insurance arrangements are in place.

Change of insurer

As **your** agent acting on **your** behalf, **your insurance advisor** may from time to time use different insurer(s), to underwrite **your** insurance. This may happen, for example, where **your** circumstances change significantly or where an alternative insurer can offer cover or terms that are more suitable to meet **your** demands and needs.

If **you** request that **your insurer** is changed, **your insurance advisor** will cancel **your** existing policy and will arrange a suitable replacement; taking care to ensure there is no break in cover. **Your insurance advisor** will advise **you** of any change in the policy terms.

In the event that **your insurer** either declines or withdraws cover **your insurance advisor** may be required to move **you** to an alternative insurer without gaining **your** prior consent in order to ensure that there is no break in **your** cover. In such circumstances **your insurance advisor** will notify **you** and will advise **you** of any change in the policy terms. **You** will have the opportunity to terminate the replacement policy after such a change becomes effective.

Changes to your circumstances

Please tell **your insurance advisor** at **your** earliest opportunity if there are any changes to **your** circumstances which could affect **your** insurance.

Please refer to General Condition 11 of this policy wording for an explanation of the changes **we** need to know about.

If **your** circumstances change and **you** do not tell **your insurance advisor**, **you** may find that **you** are not covered if **you** need to make a claim.

Your right to cancel

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy or renewal documentation, whichever is the later. **You** will be entitled to a full refund of the premium paid and no cancellation fee will be charged.

If **you** wish to cancel and **your** insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid and no cancellation fee will be charged.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force for the term of the policy and **you** will be required to pay the premium as stated.

By allowing **your insurance advisor** to arrange **your** home insurance policy, **you** agree to any amounts **you** may owe **your insurance advisor** being deducted from any premium refund due to **you**.

Cancellation at any other time

You may cancel **your** insurance cover at any other time by contacting **your insurance advisor**. **You** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. If a claim has been made, or fraud is identified the full premium will be payable and no refund will be given.

If **your home** is in a flood plain or in an area prone to flooding, or if **you** have made a claim on **your** policy in relation to flooding or subsidence, then **you** are advised not to cancel this policy until suitable alternative insurance arrangements are in place.

Your insurance advisor and our right to cancel

Your insurance advisor (or **your insurer**) may also cancel the policy at any time by giving **you** 7 days' notice in writing where there is a valid reason for doing so. **You** will be sent the cancellation letter to the latest address **your insurance advisor** holds for **you** and it will set out the reason for cancellation. Valid reasons include:

- Where **your insurance advisor** has been unable to collect a premium payment. In this case **your insurance advisor** will contact **you** in writing requesting payment, which if not received within 7 days, will result in **your** policy being cancelled. **You** will be notified in writing that such cancellation has taken place;
- Where **you** are required in accordance with the terms of this policy wording to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and **we** will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the 7 day cancellation notice period;
- Where there is a failure by **you** to exercise **your** duty to keep to the conditions of this policy wording;
- Where fraud is identified; or
- In the event of threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers.

A £35 cancellation fee will be applied by **your insurance advisor** for all such cancellations.

If the amount due when **you** cancel **your** policy is greater than the amount **you** have paid, **you** must pay the difference.

What to do if you have a complaint

Your insurance advisor strives to provide you with the highest standards of service at all times. Your insurance advisor also recognises that things can go wrong. If you wish to make a complaint about the service provided by your insurance advisor please contact First Complete Complaints Department at Newcastle House, Albany Court, Newcastle Business Park, Newcastle upon Tyne NE4 7YB either in writing or by calling 0191 233 4685.

If your complaint is about your insurer or how your claim was handled you will find their complaint procedure in your insurer information document.

You can refer your complaint to the Financial Ombudsman Service if you have not received a written final response in respect of your complaint within 8 weeks of the date your complaint was received by either your insurance advisor or your insurer, or if you are unhappy with the decision following your complaint (you have 6 months from date of final response to take complaint to the Ombudsman). The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small business are not able to resolve with financial businesses.

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (free for people phoning from a 'fixed line', for example, a landline at home)

Tel: 0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 207 964 1000 Fax: +44 207 964 1001

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

For more information contact them on the above number or address, or view their website www.financial-ombudsman.org.uk.

The complaint procedure does not affect your right to take legal action.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you.

Further information about this scheme is available from the FSCS website www.fscs.org.uk

Telephone: 0800 678 1100 or 0207 741 4100

The law applicable to this policy

The law of England and Wales will apply to this policy unless you and we agree otherwise.

This insurance contract is written in English. Unless agreed otherwise, we will communicate with you in English.

The Meaning of Words

Where words are highlighted within this Policy Wording in bold, the meaning of these words are defined below.

Accidental damage - Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials.

Aggravated damages - These are damages that are awarded when **your** behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

Contents - Items that **you** own, are legally responsible for or belonging to **domestic employees** who live with **you**

The definition of **contents** includes:

- household items;
- **personal possessions**;
- **fixtures and fittings** which belong to **you** as the tenant of the **home**;
- **valuables** up to 10% of the **contents sum insured** (subject to a single article limit of 5% of the **contents sum insured**);
- **home working equipment** up to £5,000

The definition of **contents** does not include:

- contents insured under any other policy;
- securities (stocks and shares) and documents of any kind;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers, and the parts, spares and accessories of any of these;
- any part of the structure of **your home**;
- items used for business or professional purposes other than **home working equipment**;
- any living creature;
- landlord's **fixtures and fittings**;
- carpets whether fitted or not.

Dangerous animal - An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

Domestic Employees - A person employed by **you** to carry out domestic duties associated with the **home**, but not if employed by **you** in any capacity in connection with any business, trade, profession or employment.

Endorsement - Changes to the terms and

conditions of **your** policy which will be shown in **your policy schedule**.

Excess - The amount **you** have to pay if **you** make a claim. The excess amounts are shown in **your policy schedule**.

Family - **You** or any of the following people providing they normally live with **you**, your husband, wife or partner, children (including foster children), **your relatives**, **your domestic employees**.

Fixtures and Fittings - Built-in furniture, built-in domestic appliances, kitchen units and work tops, light fittings, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters, fixed wall, floor and ceiling coverings (other than carpets).

Home - The private dwelling at the address shown in **your policy schedule** including the land, permanent outbuildings and garages at the same residence and used for domestic purposes only.

Heave - Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Injury - Bodily injury, death, disease, illness or shock.

Home - The private residence at the address shown in **your policy schedule** and the land, domestic garages and outbuildings at the same residence.

Home Working Equipment - Office furniture and office equipment, including computers, printers, typewriters, fax machines, photocopiers and answer phones all used for business or professional purposes. Cover excludes any property held as trade stock.

Insurance advisor - This is the person who **you** arranged **your** insurance with.

Insurance Product Information Document - A printed or printable document showing important information relating to the policy **you** have chosen.

Insurer Information Document - A printed or printable document showing important information for the **insurer** named in the **policy schedule**.

Landslip - Downward movement of sloping ground.

Liquidated damages - These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

Personal Money - Cash, cheques, postal orders, unused postage stamps (not forming part of a collection), savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards all held for social, domestic or charitable purposes.

The definition of **personal money** does not include business money.

Motorised Vehicle - Any electrically or mechanically powered vehicle (including pedal cycles that are required to hold more specific insurance under separate legislation) other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **your home**;
- vehicles designed to help disabled people (as long as the vehicles are not required to be registered for road use);
- pedestrian-controlled toys and models.

Multiplying compensatory damages - In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

Period of Insurance - The period that **you** are covered as shown on **your policy schedule**.

Personal Possessions - Private property and personal items **you** normally wear or carry (including sports equipment) which **you** own or for which **you** are responsible, but not including:

- Items with an individual value of more than £1,000 or pedal cycles with an individual value over £1,000;
- **Motorised vehicles** aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers, and the parts, spares and accessories of any of these; musical instruments used professionally or semi-professionally, domestic appliances, furniture, furnishings and households goods, or equipment or goods used in connection with **your** occupation, business trade or profession, any living creature, securities (stocks and shares) and documents of any kind.

Policy Schedule - A printed document showing the sections of the policy **you** have chosen, the sums insured and any **endorsements** that apply to **your**

policy.

Punitive or exemplary damages - These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

Statement of Fact - A printed or printable document showing information and material facts provided by **you** on which **your** insurance is based.

Storm - Strong winds in excess of 47 knots (54MPH) that may be accompanied by heavy rain, snow or sleet.

Subsidence - Downward movement of the ground beneath the **buildings** (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Sum insured - The amount shown on **your policy schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy wording or any **endorsement**.

Unfurnished - Not having a bed, flooring, kitchen appliances and utensils to live there permanently.

Unoccupied - Not having been lived in for more than 60 days in a row.

Valuables - Stamp, coin or medal collections, pictures, other works of art, articles of gold, silver or other precious metal, jewellery, watches, fur, or firearms that are kept in a locked cabinet.

Water table - The top level of underground water which has saturated the soil. The **water table** may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

We, our, us, insurer - The authorised **insurer** shown in **your policy schedule**.

You, Your - The person named as the policyholder in the **policy schedule** and their **family** permanently living with them in the **home**.

Your Cover - Contents

What is covered

Contents in the home.

Loss of or damage to the **contents** in the home caused by any of the following:

1

- a. Fire, lightning, explosion, or earthquake;
- b. Smoke.

2

Collision by:

- a. Aircraft or other flying objects, or anything falling from them;
- b. Vehicles or animals;
- c. Fireworks.

3

Falling trees or branches.

4

Escape of water and heating fuel

- a. Water escaping from any fixed water or heating installation or from any domestic appliance;
- b. Water freezing in tanks, equipment or pipes;
- c. Heating fuel escaping from any fixed or heating installation or from any domestic appliance.

What is not covered

Also see General Conditions and General Exclusions.

The **excess** figures (as shown in your **policy schedule**) for each insured Event other than Events 15, 16, 17, 18 and 19.

Loss or damage arising from felling, lopping or topping of trees.

The cost of removal of the fallen tree or branch.

Loss or damage occurring whilst the **home** has been left **unoccupied** or **unfurnished**.

Repairs to tanks, pipes or appliances unless caused by freezing.

Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.

What is covered

4



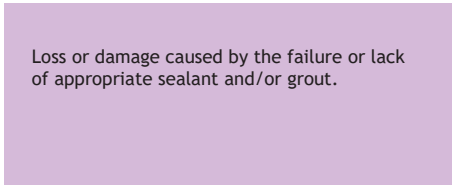
5

Theft or attempted theft.



What is not covered

Loss or damage caused by the failure or lack of appropriate sealant and/or grout.



Loss or damage occurring whilst the **home** has been left **unoccupied** or **unfurnished**.

Loss or damage whilst the property is being occupied by anyone other than **you** or a member of **your family**, unless caused by violent and forcible entry.

Theft by deception, unless deception is used solely as a means to enter the **home**.

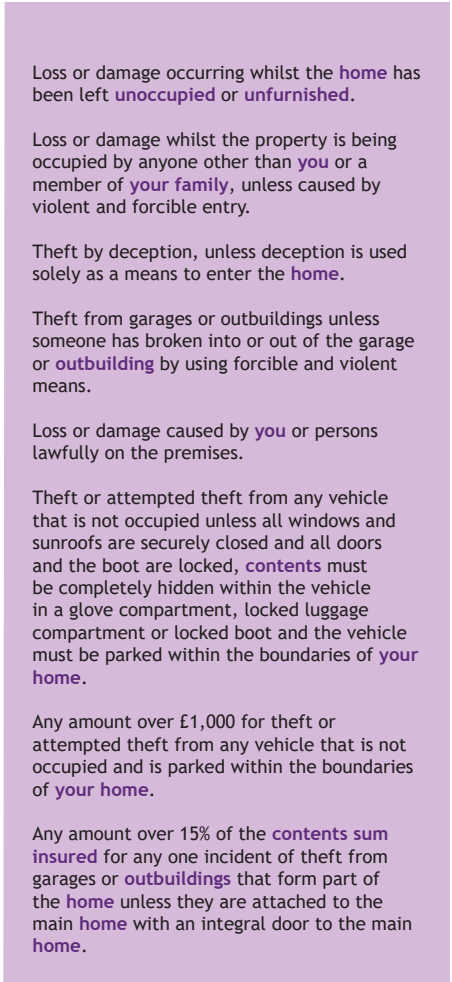
Theft from garages or outbuildings unless someone has broken into or out of the garage or **outbuilding** by using forcible and violent means.

Loss or damage caused by **you** or persons lawfully on the premises.

Theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked, **contents** must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot and the vehicle must be parked within the boundaries of **your home**.

Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied and is parked within the boundaries of **your home**.

Any amount over 15% of the **contents sum insured** for any one incident of theft from garages or **outbuildings** that form part of the **home** unless they are attached to the main **home** with an integral door to the main **home**.



What is covered

6

- a. Riot, civil unrest, strikes and labour or political disturbances;
- b. Malicious acts.

7

Subsidence or heave of the site on which your home stands, or **landslip**

8

Storm, flood or weight of snow.

What is not covered

Loss or damage that is not reported to the police.

- b. Loss or damage caused by:
 - You or persons lawfully on the premises;
 - Computer viruses
 - Domestic Employees
 - Paying guests or lodgers

b. Loss or damage occurring whilst the home has been left **unoccupied** or **unfurnished**.

Loss or damage if you knew when this policy was originally inception that any part of the building had already been damaged by subsidence, heave or landslip, unless you told us about this and we accepted it.

Loss or damage resulting from coastal or river erosion.

Loss or damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged by the same cause at the same time.

Loss or damage within 10 years of construction caused by structures bedding down or made-up ground settling.

Loss or damage occurring whilst the buildings are undergoing demolition, structural alteration or structural repair.

Loss or damage caused by faulty materials, design or poor workmanship.

Any loss or damage where compensation is provided by contract or legislation.

Loss or damage to property in the open.

Loss or damage caused by rising water table levels.

Loss or damage caused by frost.

What is covered

9

Falling radio or television aerials and dishes, wind turbines, and their fittings and masts.

10

Replacement locks.

If keys are accidentally lost or stolen we will pay the cost of replacing the locks or lock mechanisms to the locks of:

- a. external doors or windows of the home
- b. a safe within or an alarm protecting the home

The most we will pay is £500 for any one incident.

11

Fuel and metered water.

Accidental loss of:

- a. Domestic heating fuel;
- b. Metered water.

that you are responsible for.

12

Accidental damage (your policy schedule will show cover as accidental damage if this Event is insured by your policy).

What is not covered

Loss or damage arising from erection, dismantling, repair or maintenance.

Loss or damage to the installation.

Loss or damage to locks caused by mechanical, electrical or electronic fault or breakdown.

Loss or damage occurring whilst the home has been left unoccupied or unfurnished.

Any amount over £750.

The exclusions that apply to Events 1 to 9 also apply to Event 12.

- Contents not inside the home.
- Contact lenses.
- Personal Money.
- Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.

What is covered

12

What is not covered

- Loss or damage caused by wear and tear other than loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container.
- Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.
- Loss or damage caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.
- Loss or damage arising from the malicious erasure, distortion or misfiling of any software, data or files.
- Loss or damage caused by faulty design, faulty plan, specification, materials or workmanship.
- Loss or damage caused by overwinding and damage to the inside of watches or clocks.
- Loss or damage to portable hot tubs whilst being installed or moved
- Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.
- Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

13

Alternative Accommodation and Loss of Rent

Any rent **you** pay, including up to two years ground rent or other expenses for comparable accommodation for **you** and **your** domestic animals if the **home** cannot be lived in because of an insured event, but only for the

Any amount over 15% of the **sum insured** by this section, as shown in **your policy schedule**.

What is covered

13

time needed to repair the **home**.

We will also pay for the necessary cost of temporarily storing the **contents**.

14

Food in freezers.

Loss or damage to food stored in any domestic freezer in the **home** caused by:

- a. a rise or fall in temperature; or
- b. contamination by refrigerant or refrigerant fumes.

15

Temporary accommodation

Liability noted under Events 16, 17, 18 and 19 whilst **you** are living in temporary accommodation for no more than two months.

16

Employers' liability

We will pay all amounts **you** are liable for if any **domestic employee** is injured arising out of his or her employment under a contract of service or apprenticeship in connection with the **home** or private household.

What is not covered

Loss or damage occurring whilst the **home** has been left **unoccupied** or **unfurnished**.

Loss or damage caused by a deliberate act of the company (or its employees) supplying **your** power.

Loss or damage to food held or used for business purposes.

Exclusions shown under Event 17.

Exclusions shown under Event 17 (apart from exclusion 1, 6, 7 and 8)

Any amount over £10,000,000, for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.

Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle if **you** need insurance under the Road Traffic Act.

What is covered

17

Personal Liability and Liability because you live in the home

We will pay all amounts **you** legally have to pay:

- a private individual while in and away from the **home**;
- because **you** live in the **home**;
- whilst **you** live in the territories shown in General Exclusion 11 of this policy during any journey or temporary visit to any country in the world in which **you** do not own a property;

in respect of:

- compensation and claimant's costs and expenses; and
- legal costs and expenses **you** pay with **our** written permission in connection with defending any claim; arising from accidental:
 - i **injury** to any person;
 - ii loss of or damage to property.

If **you** die, **your** personal representative will have the benefit of this section for any liability **you** have that is covered by this section.

What is not covered

1. Any amount over £2,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.
2. Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
3. Liability which is insured by or would be insured by any other policy if this section did not exist.
4. Liability arising directly or indirectly out of **your** job, business, trade or profession.
5. Liability if **you** are injured.
6. Liability for fines, penalties or **liquidated damages** or **aggravated, punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.
7. Liability for loss of or damage to any property belonging to **you** or in **your** charge or control unless this is covered under Event 15.
8. Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship unless this is covered under Event 16.
9. Liability arising out of the transmission of any communicable disease by you or any member of your family.
10. Liability for loss, damage or **injury** caused by or arising out of the following:
 - a **You** owning, possessing, or using (other than as a passenger):
 - any mechanically or wind propelled or assisted vehicle (other than a self-propelled golf trolley or a pedestrian controlled or ride-on garden tool which is not licensed for road use and **you** do not need a certificate of insurance for). This also applies for a trailer attached to the vehicle;

What is covered

17

What is not covered

- aircraft including drones;
- hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to **you** for no more than 12 hours and which is under 18 feet long and cannot travel faster than 17 knots).
- b **You** owning, possessing or using a **dangerous animal** or a specially-controlled dog, as described in the Dangerous Dogs Act 1991.
- c Using any horse for hunting, racing or polo.
- d Any passenger lift which **you** are responsible for maintaining.
- e **You** being a tenant or living on any land or in any building other than **your home**, other than for Events 15 and 19.

18

Tenant's liability

We will pay all amounts which **you** are responsible for as tenant as stated in the tenancy agreement and not as owner for the following.

- i Loss of or damage to the **home** directly caused by:
 - fire, lightning, explosion, earthquake, smoke, collision, **storm** or flood;
 - bursting, leaking or overflowing water tanks, apparatus or pipes;
 - heating fuel leaking from any fixed heating installation;
 - theft or attempted theft;
 - television, satellite and radio receiving aerial fittings, solar panels, wind turbines and masts breaking or collapsing;
- ii We will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of the **home**.

Exclusions shown under Event 17.

Loss or damage occurring whilst the **home** has been left **unoccupied** or **unfurnished**.

Any amount over 10% of the **sum insured** by this section as shown in **your policy schedule**.

Loss or damage caused by frost, **landslip**, **subsidence** or **heave**. Anything which happens gradually in respect of damage by smoke.

What is covered

18

iii We will pay for **accidental damage** to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from the home to the public supply.

19

Unpaid court judgements

If **you** get a judgement from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation and claimant's costs and expenses for **injury** or loss of or damage to property against any company or individual based in the countries named above and that judgement is not paid for more than three months, **we** will pay **you** the amount of unpaid compensation or costs.

We will only do this if:

- this section would have applied had the award been made against **you** rather than to **you**;
- there is no appeal outstanding;

If **we** make a payment under this Event **you** or **your** personal representatives must transfer the rights of recovery under the judgement to **us**.

What is not covered

Exclusions shown under Event 17.

Liability if the person owing **you** money is also insured by this policy.

Personal Possessions Cover

What is covered

Personal Possessions (your policy schedule will show cover as personal possessions if this Event is insured by your policy).

We will pay for loss or damage to the personal possessions covered by this section and shown in your policy schedule, which you own or are responsible for while you:

- 1 are within the British Isles, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles, and
- 2 travel elsewhere in the world for up to 60 days in any one year of insurance.

What is not covered

- The excess (as shown in your policy schedule) for each insured Event.
- Loss, damage, injury or liability shown in the General Exclusions.
- Loss or damage caused by wear and tear, other than loss of or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container.
- Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.
- Loss or damage caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage caused by faulty design, faulty plan, faulty specification, faulty materials or faulty workmanship.
- Loss or damage caused by gradual deterioration or loss of value.
- Loss or damage caused by overwinding and damage to the inside of watches or clocks.
- Loss or damage to musical instruments caused by atmospheric conditions or very hot or very cold temperatures.
- Breakage of musical instrument strings or reeds.
- Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. Personal possessions must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.
- Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied.

What is covered



What is not covered

- Theft of pedal cycle accessories unless stolen with the cycle.
- Loss of or damage to skiing or underwater equipment while **you** are using it.
- Theft of a pedal cycle unless a locking device is used to secure the cycle to an immovable object when it is left unattended other than at the **home**.
- Loss or damage resulting from theft or attempted theft by **you**.
- Loss of or damage to sports equipment whilst in use.
- Loss or damage to audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source.
- Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.
- Loss or damage to pedal cycles while being used for track racing or business purposes.
- **Personal money.**

General Conditions

These conditions apply to all sections of the policy. Failure to comply with the terms below may result in **us** cancelling the policy and/or refusing to pay any claim; **we** may not pay any claim in full, **we** may revise the premium and/or change any **excess** and/or the extent of cover may be affected.

1. Your duty to prevent loss or damage

- You must take precautions to prevent accidents, loss or damage.
- All property insured under this policy must be maintained in good condition.
- If loss or damage does occur **you** must take steps to prevent further loss or damage where possible.

2. Your Policy

Your policy includes:

- **your policy schedule**;
- this policy wording;
- any notice to policyholders;
- any **endorsements** which apply to **your** cover as shown in **your policy schedule**.

3. Claims

Your duties:

As soon as **you** are aware of an incident or cause which is likely to lead to a claim under this policy, **you** must:

- tell the police at **your** earliest opportunity about any property which has been lost, stolen or maliciously damaged, and get a crime reference number;
- contact **your insurer** at **your** earliest opportunity;
- do all **you** can to get back any lost or stolen property and tell **your insurer** without unnecessary delay if any property is then returned to **you**;
- send **your insurer** any correspondence, legal or otherwise, received in relation to a claim or an event which may lead to a claim;
- avoid discussing liability with anyone else without **your insurer's** permission.
- **You** can make any temporary repairs to prevent further loss or damage. However, until **you** have discussed your claim with **us** **we** are unable to confirm that the loss or damage is covered by **your** policy.
- **You** should keep a copy of the invoices relating to the temporary repairs as they may form part of **your** claim. It would be helpful if **you** could take photographs of the damage.
- **We** must have the chance to inspect the damage before **you** carry out permanent repairs.

To help prove **your** claim **your insurer** may require **you** to provide any of the following items including but not limited to:

- original purchase receipts, serial numbers, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property.

If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. If **you** receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to **us** (This could include any claim form, summons to appear in court or other legal document). Do not admit **you** are responsible.

How **your** claim will be settled:

Your insurer will at their option repair, reinstate or replace the lost or damaged property, subject to the appropriate **excess**:

- Where property cannot be replaced or repaired **your insurer** will pay in cash the amount of the loss or damage. The **sums insured** will not be reduced by any claim;
- Where **your insurer** can offer repair or replacement through a preferred supplier but agrees to pay a cash settlement, then payment will not exceed the amount that they would have paid the preferred supplier. If equivalent replacement is not available then **your insurer** will pay the full replacement cost of the item;
- An approved supplier may be appointed by **your insurer** to act on their behalf to further validate **your** claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate;
- Any permanent repairs made by **our** approved suppliers are guaranteed.

Matching sets, suites and carpets:

An individual item of a matching set of articles or suite of furniture. **Your insurer** will pay **you** for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found **we** will also pay up to 50% towards the undamaged part of the set or suite of furniture.

Wear and Tear:

There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the **sum insured** represents the full value of the property.

4. Other insurance

If at the time of any claim **you** have other insurance covering the claim **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

5. Your insurer's rights

Your insurer may:

- take over and conduct the defence or settlement of any claim, or right **you** may have against another person, in **your** name;
- enforce **your** right against any other person (in **your** name for **your insurers** own benefit) any claim for indemnity or damage;
- in a perceived emergency enter **your home** where loss or damage has occurred. To safeguard **your home** against further loss or damage, **your insurer** may take and keep possession of insured **contents** and **personal possessions** and deal with the salvage.

Your insurer has the right to do as **your insurer** sees fit in legal action and in settling **your** claim.

6. Fraud

If **you** or anyone acting for **you**:

- deliberately misrepresents or deliberately fails to disclose relevant facts at any time that affect either the terms and conditions, the premium or whether **we** accept cover;
- makes a claim in a fraudulent or false way, or where **we** are given any documents which are false or stolen;

We may:

- cancel or void **your** policy and all other policies to which **you** are connected to with **us**;
- not pay any claim which is in any way fraudulent, false or exaggerated;
- aim to recover any costs **we** have incurred and not return any premium;
- tell the police if **we** suspect fraud.

7. Your duty to keep to the conditions of this policy

To be covered by this insurance, **you** must keep to the terms and conditions of this policy.

8. Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

9. Index Linking

The **contents sum insured** and any specified **personal possessions** sums insured are automatically adjusted in line with changes in The Consumer Durable Section of the General Index of Retail Prices or its equivalent.

10. The right level of cover

It is **your** responsibility to make sure that the amount **you** insure represents the full value of **your** property.

For **contents**, this means the full cost of replacing all the property at today's prices apart from household linen and furs where **you** make a reduction for wear and tear and loss of value. A reduction for wear and tear and loss of value also applies to clothing unless proof can be provided that the item was less than 2 years old at the time of loss/damage.

It is important that **you** insure for the full amount, as the **sums insured** in the **policy schedule** are the maximum that **we** will pay in the event of a claim. If the **sum insured** is less than the full value of the property insured, **we** will reduce the amount claimed in proportion with the underinsurance. For example, if the amount insured is only 80% of the actual replacement cost, **we** will only pay 80% of **your** claim.

11. Information and changes you must tell us about

Please tell **your insurance advisor** if there are any changes to the information set out in the **statement of fact** or on **your policy schedule**. **You** must also tell **your insurance advisor** about the following changes:

- any intended alteration to, extension to or renovation of **your** property. However **you** do not need to tell **your insurance advisor** about internal alterations to **your** property unless creating an additional **bedroom**, bathroom or shower room;
- any change to the people insured, or to be insured;
- any change or addition to the **contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **your policy schedule**;
- if **your** property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work);
- if **your** property is to be **unoccupied**;
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences); or
- if **you** or any member of **your family** or anyone living with **you** is declared bankrupt or has received a County Court Judgement (CCJ).
- a change to the insured property address as shown on **your policy schedule**;
- a change to **your** correspondence address.

If **you** are in any doubt, please contact **your insurance advisor**.

When **your insurance advisor** notifies **us** of a change, **we** will tell **your insurance advisor** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

If the information provided by **you** is not complete and accurate:

- **we** may cancel or void **your** policy and refuse to pay any claim;
- **we** may not pay any claim in full;
- **we** may revise the premium and/or change any **excess** and/or the extent of the cover may be affected.

In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with **your** Cancellation Rights.

12. Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **us** or any member of **our** group to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

General Exclusions

This policy does not cover:

1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of terrorism or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a. the use or threat of force and/or violence;
- b. harm or damage to life and/or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means.
- c. those caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

3. Date change and computer viruses

Any loss, damage or liability arising from:

- a. The failure of a computer chip, computer software, or any other electronic equipment to recognise a true calendar date.
- b. Computer viruses.

4. Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft and or other aerial devices travelling at or above the speed of sound.

5. Radioactivity

Loss, damage or liability which involves:

- a. Ionising radiation or radioactive contamination by nuclear fuel or nuclear waste;
- b. The radioactive toxic explosive or other dangerous properties of explosive nuclear equipment.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- a. A sudden and unexpected accident which can be identified.
- b. Heating fuel leaking from a domestic heating installation at the **home**.

7. Things that happen gradually

Any loss, damage or liability arising from anything that happens gradually.

8. Confiscation

Loss of or damage to any property due to confiscation, requisition or destruction by order of any government, public or local authority.

9. Existing damage

Any loss, damage, **injury** or liability as a result of an event which happened before the cover under this policy started.

10. Deliberate Acts

Any legal responsibility for the **injury** to any person or loss or damage (direct or indirect) caused by a deliberate act or omission to act by anyone lawfully in the **home**.

11. Geographical Limits

Any damage, **injury** or liability arising out of any event outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands unless specifically included in the policy wording.

12. Loss of value and depreciation

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

13. Domestic animals

Loss or damage caused by domestic animals.

Important Advice

This policy is designed to protect you against the risk of things happening suddenly which you could not have expected such as fire, theft, flood and storm. It is not designed to protect you against losses that arise due to the gradual deterioration or poor maintenance of the home.

We want to ensure that you are fully aware of the extent of your cover, and would therefore urge you to read this policy in full along with the policy schedule.

We have also taken this opportunity to bring some helpful information to your attention. This section does not form part of your policy and contains only examples of what is contained in your policy wording.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property. It is therefore important that you keep the home in a good state of repair.

Areas that you should focus on include blocked or broken gutters or down-pipes, and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect so if you cannot check them yourself you should use a relevant building expert to do this for you.

Collision

If someone crashes into your wall or the home and damages your contents make sure you record their name, address, vehicle registration and contact details. We will need this information to help us try to recover your excess.

Subsidence

Damage caused by subsidence is the result of ground movement affecting the home. The most common signs of this are diagonal cracks away from door and window frames. New properties will often move for reasons other than subsidence and this natural settlement is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us at your earliest opportunity if you think your contents may be affected.

Escape of water

Your cover for escape of water is designed to cover damage to the home caused by water leaks.

It's always a good idea to get your boiler checked and/or serviced by a Gas Safe/ Oftec/Hetas certified engineer, depending on your heating system, in plenty of time for winter. This will help prevent boiler failure which could leave you with no heating and/or hot water.

One of the biggest risks of water damage occurs when you are away during the winter where pipes can freeze and burst causing large amounts of damage. It is important that you take steps to avoid this by keeping your central heating on low so your pipes do not freeze over. If you want to turn your heating off then you should drain your central heating system and switch off the water at the mains.

In addition, damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed.

Pipes often burst because they have worn out; if this happens you should turn off the main stop tap and contact a plumber.

Fires

A large percentage of fires start in the kitchen, and are caused by faulty electrical appliances or unattended cooking pans and equipment - particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Please ensure you bear these risks in mind and take adequate precautions to protect yourself and your family.

Smoke alarms save many lives and significant damage every year, please ensure that you have them fitted and check them regularly.

Floods

If water has or is expected to enter the **home you** should secure **your home** and move **your valuables** and essentials to an elevated place or upper floor. **You** should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If **you** know that **you** live in an area which is prone to flooding, there are additional steps **you** can take to protect the **home** and **we** would recommend contacting **your** local Environment Agency for further advice or call Floodline on 0345 988 1188.

Drains

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. There are more specific insurance policies available to protect **you** against this risk which can be sought elsewhere.

Thefts

Many thefts are committed by so called 'opportunist' criminals. The **home** is significantly more likely to be burgled if accessible entrances are not locked and secured. **Your** policy may carry an endorsement about the security **you** have in place to prevent thefts, this usually requires **you** to have certain types of door and window locks. Please check **your policy schedule** for details of any endorsements that may be applicable. If **you** fail to meet these requirements **we** may impose a higher excess for theft claims.

If **you** are going away do what **you** can to make **your home** appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries and use timers on lights if **you** have them.

Garages and sheds are attractive to criminals as they are easier to break in to and often contain valuable items such as tools or golf clubs. Locking these is another important step to minimising the risk of a theft.

You should also take particular care of items such as laptops, mobile phones and tablets if **you** have **personal possessions** cover and ensure they are not left unattended.

first  protect

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