

first  protect



**Your Essentials
Policy Wording**

Your Essentials Policy Wording

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How to make a claim

1. In the event of an emergency, check any Home Emergency cover **you** may have, as this may be a more suitable policy for **you** to claim on.
2. Check **your policy schedule** and this policy wording, which give details of what is covered and what is not covered.
3. Follow the General Conditions and General Exclusions of this policy wording.
4. 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**).

Please note **you** can opt out of auto renewal at any time, free of charge. If **you** wish to do this, contact **your insurance advisor**

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 the 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

A £35 cancellation fee will be charged by **your insurance advisor** for all cancellations unless otherwise stated.

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

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 a claim has been made, the full premium will be payable and no refund will be given.

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 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.

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, but not limited to:

- 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;

- In the event of threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers.

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 the Customer Resolution Department on the below details:

Post: Customer Resolution Department, PRIMIS Mortgage Network, 3700 Parkside, Birmingham Business Park, Solihull, B37 7YT

Email: complaints.solihull@primis.co.uk

Telephone: 0121 767 1139

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 **your** 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 businesses are not able to resolve with financial businesses.

For more information view their website www.financial-ombudsman.org.uk or contact them on the below details:

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

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

Telephone:

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

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

Bathroom - Any room with a bath or shower.

Bedroom - A room used as or originally built to be a **bedroom**, even if it is now used for another purpose.

Buildings - The structure of the **home** and the following if they form part of the **home** and belong to **you** or are **your** responsibility; **fixtures and fittings** in or on the **buildings** which belong to **you** as the owner of the **home**, sheds, greenhouses, permanently installed swimming pools, ornamental ponds and fountains, permanently fixed hot tubs, spas and jacuzzis, hard courts, terraces, patios, decking, artificial lawns, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the **home**, solar panels and wind turbines which are permanently fixed to the **home**, air and ground source heat pumps, electrical car charging points, floor coverings (not including carpets).

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 or lease holder of the **home**
- **valuables** up to £15,000 (subject to a £2,000 **single article limit**)
- **personal money** up to £500
- visitors personal possessions up to £500
- **home working equipment** up to £3,000
- carpets whether fitted or not

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

- **contents** insured under any other insurance policy
- securities (stocks and shares) and documents of any kind except for title deeds
- **motorised vehicles**, aircraft, boats, caravans, trailers, and the parts, spares and accessories of any of these
- boards and craft designed to be used on or in the water and the parts, spares and accessories of any of these but not including surf and paddle boards

- any part of the structure of the **home**
- items used for business or professional purposes other than **home working equipment**
- any living creature
- landlord's **fixtures and fittings**

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.

Electronic Data - 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 an electronic device.

Endorsements - Any variation to the standard policy terms in **your policy schedule**.

Excess - The first amount of any claim for which **you** are responsible. If a claim is made under more than one section of this policy resulting from the same incident, only one **excess** will be deducted. In the event that the **excess** amounts differ, then the higher of the two will be deducted.

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 (not including carpets).

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

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.

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.

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

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

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

Landslip - Downward movement of sloping ground.

Malicious Acts - A wilful act to cause damage with wrongful intention.

Motorised Vehicles - Any electrically or mechanically powered vehicle:

Including:

- plant machinery, mini diggers, fork lift trucks
- pedestrian-controlled aircrafts and drones
- electrically powered scooters, quad bikes, motorcycles, hover boards & segways

Not including:

- vehicles used only as domestic gardening equipment such as ride on lawn mowers within the boundaries of the land belonging to the **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 (this does not include aircrafts and drones)
- electrically powered children's ride ons, electrically powered pedal cycles (cycles must be fitted with pedals that are capable of propelling it, maximum continuous rated power of the electric motor must not exceed 250 Watts electrical assistance and must cut-off when the vehicle reaches 15.5 mph)

Period of Insurance - The period of time covered by this policy as shown on **your policy schedule** or until cancelled, whichever comes sooner. Each renewal represents the start of a new **period of insurance**.

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 or virtual currencies (including but not limited to cryptocurrency).

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

- **Motorised vehicles** aircraft, boats, caravans, trailers, and the parts, spares and accessories of any of these, boards and craft designed to be used on or in the water and the parts, spares and accessories of any of these but not including surf and paddle boards, 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 except for title deeds

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

Settlement - Compaction of the ground below a structure up to 10 years after it was built.

Single Article Limit - The maximum amount **we** will pay for one item.

Statement of Fact - A printed or printable document showing the information provided or validated by **you** and is the means to identify the information collected in order to offer the contract.

Storm - A period of violent weather defined as: Wind with gusts of at least 48 knots (55mph), heavy rainfall at a rate of at least 25mm per hour, snow to a depth of at least 30cm in 24 hours, or hail that causes damage to hard surfaces or breaks glass.

Subsidence - Downwards movement of the ground beneath the **buildings** other than that caused by **settlement**.

Unfurnished - Not having enough furniture and furnishings for normal living purposes.

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.

Water Table - The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of

precipitation that infiltrates from upper layers of soil (unsaturated soil).

We, Our, Us, Your Insurer, Their, They - 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 Insurance Advisor - **Your** policy administrator as shown in **your** terms of business agreement with **you**.

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:

- The use or threat of force and/or violence;
- 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;
- 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. Electronic Risk

Loss, damage or liability arising directly or indirectly from:

- Erasure, loss, distortion or corruption of information on or reduction in the functionality availability or operation of any electronic equipment whether belonging to **you** or not caused by the malicious introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction or command or any other computer or electronic virus;
- The failure of any electronic equipment to recognise any given date or to accept, respond to or to operate properly due to a failure to recognise any given date;
- The content of any website, **your** e-mail, intranet or extranet;
- Authorised or unauthorised transmission of **electronic data**.

However subsequent damage which is otherwise covered by **your** policy is nevertheless insured.

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:

- Ionising radiation or radioactive contamination by nuclear fuel or nuclear waste;
- 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 sudden and unexpected accident which can be identified;
- Heating fuel leaking from a domestic heating installation at the **home**.

7. Things that happen gradually

Loss, damage or liability arising from anything that happens gradually, including electrical or mechanical breakdown, mildew, fungus, wet rot or dry rot and light, atmospheric or climatic conditions.

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

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

10. Deliberate or Illegal Acts

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

11. Geographical Limits

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, damage or liability which involves domestic animals - this does not apply to Section B - **Contents** event 21.

14. Vermin

Loss, damage or liability which involves vermin such as but not limited to rats, mice, squirrels, owls, birds, foxes, bats, badgers, insects and moths.

15. Defective construction or design

Loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

16. Restoration

Loss, damage or liability arising from the process of cleaning, washing, repairing or restoring any item.

17. Musical Instruments

Loss or damage to musical instruments due to a loss of tone, broken strings or broken drum skins.

18. Items used professionally

Loss or damage to **contents** when being used for business, trade, professional or employment purposes other than **home working equipment**.

Section A - Buildings Cover

Your policy does not cover wear and tear. **Buildings** cover only applies if **you** have selected it and it is shown on your **policy schedule**.

What is covered

The Buildings

Loss or damage to the **buildings** caused by any of the following events:

1

- Fire, lightning, explosion, or earthquake
- Smoke

2

Storm, flood or weight of snow.

3

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

What is not covered

Also see General Conditions and General Exclusions.

Any **contents**.

The following exclusion applies to all sections, except Section A - Buildings, event 15.

Loss or damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesman **we** have approved.

£200 **excess** unless otherwise stated in the **policy schedule**.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Caused by rising **water table** levels
- Caused by frost
- To fences, gates and hedges, roof vegetation and growing medium

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage that is not reported to the police.

b. Loss or damage

- Caused by **you** or persons lawfully on the premises
- Paying guests or lodgers
- **Domestic employee**
- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**

Section A - Buildings Cover

What is covered

4

Collision or impact by

- Aircraft or other flying objects or anything dropped from them
- Vehicles or animals
- Fireworks

5

Escape of water and heating fuel

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

6

Theft or attempted theft.

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage to hedges, fences and gates unless the **home** is damaged at the same time and by the same cause.

£400 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**
- Caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on
- Caused by the failure or lack of appropriate sealant and/or grout
- To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from within the **home**
- To the installation itself

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

Subsidence, heave or **landslip** that results from water escaping from within the **home**.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**
- Whilst the **home** is being occupied by anyone other than **you** or a member of **your family** unless caused by violent and forcible entry
- Caused by **you** or persons lawfully on the premises

Section A - Buildings Cover

What is covered

8

9

Falling trees or branches.

10

Loss of rent and the cost of alternative accommodation.

If the **home** is damaged by any cause listed under Section A - Buildings and, as a result it cannot be lived in, for the period necessary to put the **home** back in a fit state to live in, **we** will pay for

- Any ground rent **you** have to continue to pay
- Reasonable expenses **you** have to pay for suitable alternative accommodation for **you** and **your** domestic animals

The most **we** will pay is £30,000 for any one incident.

What is not covered

- Resulting from coastal or river erosion
- 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
- Caused by **settlement**
- Occurring whilst the **buildings** are undergoing demolition, structural alteration or structural repair

Reduction in market value following repair.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- To gates and fences caused by felling, lopping or topping of trees
- To hedges, fences and gates unless the **home** is damaged at the same time and by the same cause

The cost of removal of the fallen tree or branch unless the **home** is damaged at the same time and by the same cause.

£200 **excess** unless otherwise stated in the **policy schedule**.

We will only pay under Section A - Buildings, or Section B - Contents for any one claim. A claim cannot be made under both sections.

Section A - Buildings Cover

What is covered

10

(When we refer to “reasonable accommodation expenses” this means that we will pay for alternative accommodation for you and your domestic animals taking all the circumstances of your claim into account, including factors such as your own needs, the alternative and comparable costs of accommodation available in the area and the length of time for which it is required).

11

Damage to services.

Accidental damage to

- Cables and underground pipes which provide services to or from the buildings for which you are legally responsible
- Septic tanks and drain inspection covers for which you are legally responsible

12

Emergency access.

Damage to the home caused by forced access to deal with a medical emergency, perceived emergency or to prevent damage to the home.

The most we will pay is £1,000 for any one incident.

What is not covered

£200 excess unless otherwise stated in the policy schedule.

Loss or damage

- Caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials
- Which you are not legally responsible to repair

De-lamination (separation of layers) of pitch fibre pipes.

Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.

£200 excess unless otherwise stated in the policy schedule.

Section A - Buildings Cover

What is covered

13

Trace and access.

We will pay the cost of removing and replacing any part of the **buildings** to find the source of a leak and to make good any damage caused to find the source of the leak.

The most we will pay is £5,000 for any one incident.

14

Contracting purchaser.

If **you** enter into a contract to sell any **building** which is insured by this policy, and the **building** is destroyed or damaged before the sale has been completed, the buyers will be entitled to any benefit from this insurance (for the damage or destruction) once the sale is completed.

This does not apply if the **building** is covered by any other insurance.

15

Your liability as owner of the **home**.

(See also the Important Notices).

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

- 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

- 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

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage to the apparatus from which water or heating fuel has escaped from.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- After the **home** has not been lived in for more than 60 days in a row by **you** or **your family**
- If the **home** is insured under another policy
- After the sale has completed

Liability

- **You** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- For loss or damage caused by or arising from
 - a. Any passenger lift which **you** are responsible for maintaining
 - b. **You** owning any land or building other than the **home**
- For loss of or damage to property which belongs to **you** or is in **your** charge or control
- Which is insured by or would be insured by any other policy if this section did not exist
- For **injury** to **you** or **your family**
- Arising directly or indirectly from **your** trade, business or profession

Section A - Buildings Cover

What is covered

15

Defective Premises:

We will pay any amount you are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 arising from accidental

- i. Injury to any person
- ii. Loss of or damage to property happening during the period of insurance

If the buildings section of this policy is cancelled or expires, this cover shall continue for a period of 7 years in respect of the buildings insured under this section before such cancellation or expiry.

The most we will pay is £2,000,000 for any one incident.

What is not covered

- Loss, damage, injury or liability shown in the General Exclusions
- Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages
- The transmission of any communicable disease by you or any member of your family

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.

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.

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.

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.

16

Debris removal and building fees.

Expenses for rebuilding or repairing the buildings as a result of damage insured under this section, including

- Architects, surveyors, consulting engineers and legal fees
- The cost of clearing debris from the site, demolishing and shoring up the buildings
- The cost to comply with government or local authority requirements, unless you had received notice to meet the requirements before the damage happened

£200 excess unless otherwise stated in the policy schedule.

The costs of preparing a claim.

Section A - Buildings Cover

What is covered

17

Fuel and metered water.

Accidental loss of

- Domestic heating fuel
- Metered water

The most **we** will pay is £1,000 for any one incident.

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

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

We will only pay under Section A - Buildings, or Section B - Contents for any one claim. A claim cannot be made under both sections.

18

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

- External doors or windows of the **home**
- A safe within or an alarm protecting the **home**

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

£200 **excess** unless otherwise stated in the **policy schedule**.

We will only pay under Section A - Buildings, or Section B - Contents for any one claim. A claim cannot be made under both sections.

Buildings - Accidental Damage Cover

This cover only applies if you have selected it and it is shown on your policy schedule.

What is covered

19

Accidental damage to the buildings.

What is not covered

£200 excess unless otherwise stated in the policy schedule.

Also see General Conditions and General Exclusions.

Maintenance and redecoration costs as a result of wear and tear.

Loss or damage

- Excluded in other parts of Section A - Buildings
- Caused by **settlement**, shrinkage or expansion
- Caused by **buildings** renovations, alterations, extensions, or repairs
- Caused by paying guests or lodgers
- That happens whilst the **home** has been left **unoccupied** or **unfurnished**

Section B - Contents Cover

This cover only applies if you have selected it and it is shown on your policy schedule.

What is covered

Contents in the home.

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

1

- Fire, lightning, explosion, or earthquake
- Smoke

2

Storm, flood or weight of snow.

3

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

4

- Collision or impact by
- Aircraft or other flying objects or anything dropped from them
 - Vehicles or animals
 - Fireworks

What is not covered

Also see the General Conditions and General Exclusions.

Any part of the **buildings**.

Loss or damage to items not in the care, custody or control of **you** or **your family**.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Caused by rising **water table** levels
- Caused by frost
- To **contents** in the open.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage that is not reported to the police.

b. Loss or damage

- Caused by **you** or persons lawfully on the premises
- Paying guests or lodgers
- **Domestic employees**
- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**.

£200 **excess** unless otherwise stated in the **policy schedule**.

Section B - Contents Cover

What is covered

5

Escape of water and heating fuel

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

6

Theft or attempted theft.

What is not covered

£400 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**
- Caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on
- Caused by the failure or lack of appropriate sealant and/or grout

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

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**
- Whilst the **home** is being occupied by anyone other than **you** or a member of **your family** unless caused by violent and forcible entry
- Caused by **you** or persons lawfully on the premises

Theft

- By deception, unless deception is used solely as a means to enter the **home**
- From garages or outbuildings unless someone has broken into or out of the **garage** or outbuilding by using forcible and violent means
- 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 the **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 the **home**.

Section B - Contents Cover

What is covered

6

7

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

8

Subsidence or heave of the site that the home stands on, or landslip.

What is not covered

Any amount over £5,000 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.

£200 excess unless otherwise stated in the policy schedule.

Loss or damage

- Arising from erection, dismantling, repair or maintenance
- To the installation

£200 excess unless otherwise stated in the policy schedule.

Loss or damage

- If you knew when this policy was originally incepted 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
- Resulting from coastal or river erosion
- 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
- Caused by settlement
- Occurring whilst the buildings are undergoing demolition, structural alteration or structural repair

Section B - Contents Cover

What is covered

9

Falling trees or branches.

10

Contents temporarily removed from the **home**.

Loss of or damage to **contents** by any of the causes listed under Section B - Contents, perils 1-9 while temporarily removed away from the **home** for a maximum of 90 days to

- a. Any bank or safe deposit or any private home or building where **you** are living, employed or working in the British Isles
- b. Anywhere else in Great Britain, Northern Ireland, Isle of Man or the Channel Islands

The most **we** will pay is £5,000 for any one incident under a. and b. above.

11

Contents in the open.

Loss of or damage to **contents** by any of the causes listed under Section B - Contents, events 1-9 happening in the open land belonging to the **home**.

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

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

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

The cost of removal of the fallen tree or branch unless the **home** is damaged at the same time and by the same cause.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage occurring within the boundaries of the **home**.

- a. Theft of **personal money**, unless someone has broken into or out of a **building** by using forcible and violent means
- b. Loss or damage to **contents** that are not in a **building**, caused by **storm** or flood
- b. Loss or damage if **contents** have been removed for sale or exhibition or placed in a furniture depository

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**.
- To pedal cycles
- To plants, trees and any growing matter
- Caused by **storm** or flood

Theft of **personal money**.

Section B - Contents Cover

What is covered

12

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

- External doors or windows of the **home**
- A safe within or an alarm protecting the **home**

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

13

Fuel and metered water.

Accidental loss of

- Domestic heating fuel
- Metered water

The most **we** will pay is £1,000 for any one incident.

14

Fatal **injury** benefit.

We will pay £5,000 if **you** die as a direct result of **injury** caused in the **home** by fire, explosion, lightning or intruders.

For **us** to pay a claim, **your** death must happen within three months of the incident.

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

If **you** have chosen both **buildings** and **contents** insurance then **we** will only pay under one section for any one claim.

£200 **excess** unless otherwise stated in the **policy schedule**.

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

We will only pay under Section A - Buildings. or Section B - Contents for any one claim. A claim cannot be made under both sections.

£200 **excess** unless otherwise stated in the **policy schedule**.

Section B - Contents Cover

What is covered

15

Loss of rent and the cost of alternative accommodation.

If the **home** is damaged by any cause listed under Section B - Contents and, as a result it cannot be lived in, for the period necessary to put the **home** back in a fit state to live in, we will pay for

- Any rent **you** have to continue to pay
- Reasonable expenses **you** have to pay for suitable alternative accommodation for **you** and **your** domestic animals
- The necessary cost of temporarily storing the **contents**

The most **we** will pay is £15,000 for any one incident.

(When **we** refer to “reasonable accommodation expenses” this means that **we** will pay for alternative accommodation for **you** and **your** domestic animals taking all the circumstances of **your** claim into account, including factors such as **your** own needs, the alternative and comparable costs of accommodation available in the area and the length of time for which it is required).

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

We will only pay under Section A - Buildings, or Section B - Contents for any one claim. A claim cannot be made under both sections.

16

Household removals.

Loss of or damage to **contents** while being removed by professional furniture removers from **your** home to **your** new permanent **home** (including temporary storage in a furniture depository for up to 7 days in a row) in the British Isles.

£200 **excess** unless otherwise stated in the **policy schedule**.

Personal money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities (bonds and share certificates) stamps, deeds or documents of any kind. Loss or damage to china, glass, earthenware and other items of a brittle nature unless they have been professionally packed.

Section B - Contents Cover

What is covered

17

Religious festivals, wedding and civil partnership ceremonies.

The sum insured under the **contents** section is automatically increased by £3,000 for a month before and after **your**

- Religious festival to cover gifts and extra food and drink bought for the occasion
- Wedding day or civil partnership to cover gifts and extra items bought specifically for the wedding or ceremony occurring during the **period of insurance**

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

18

Title deeds.

We will pay the cost of preparing new title deeds to the **home** if they are lost or damaged by any of the causes listed under the Section B - Contents, events 1-9.

The most **we** will pay is £500 for a single incident.

£200 **excess** unless otherwise stated in the **policy schedule**.

19

Emergency access.

Damage to **contents** following necessary access to the **home** to attend a medical emergency, perceived emergency or to prevent damage to the **home**.

The most **we** will pay is £1,000 for a single incident.

£200 **excess** unless otherwise stated in the **policy schedule**.

Section B - Contents Cover

What is covered

20

Tenant's liability.

We will provide cover if you are legally responsible as a tenant for the following

- a. Loss of or damage to the **home** and landlord's **fixtures and fittings** by any of the causes listed under Section B - Contents, events 1-9
- b. Accidental breakage of
 - fixed glass (including glass in solar panels)
 - fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns

which form part of the **home**.

- c. **Accidental damage** to cables or underground pipes which provide services to or from the **buildings**, and septic tanks and drain inspection covers.

The most **we** will pay is £3,000 for one incident.

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

a, b, c. Loss or damage excluded under Section B - Contents.

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

c. Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

21

Occupier's, personal and employer's liability. (See also the Important Notices).

Your legal liability as occupier of the **home** to pay damages and claimants' costs and expenses for

- Accidental bodily **injury**
- Accidental loss of or damage to property

happening during the **period of insurance** in

- Great Britain, Northern Ireland, Isle of Man or the Channel Islands
- The rest of the world, for temporary visits

The most **we** will pay is £2,000,000 for any one incident, unless a claim is made against you by any **domestic employees** where the **injury** happens as a result of or in the course of their employment by you (in which case the most **we** will pay for any one incident is

Liability in connection with the following:

- a. You (or anyone on your behalf) owning, possessing or using any **motorised vehicle**. This only applies where the **motorised vehicle** requires insurance under **Road Traffic Acts**

Road Traffic Acts - Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

- b. Aircraft other than pedestrian controlled toys or models
- c. Caravans or trailers whilst being towed
- d. Boats, boards and craft designed to be used on or in water, other than those only propelled by oars or paddles or pedestrian controlled toys or models

Section B - Contents Cover

What is covered

21

£5,000,000).

We will also pay all **your** costs and expenses which **we** have already agreed to in writing.

What is not covered

- e. **You** living in or occupying land or **buildings** other than the **home** or its grounds
- f. **You** owning land, **buildings** or other fixed property
- g. Deliberate or **malicious acts**.
- h. The transmission of any communicable disease by **you** or any member of **your family**
- i. Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation)
- j. Any agreement, unless **you** would have been liable without the agreement.
- k. Any trade, business or profession
- l. Loss of or damage to property which belongs to **you** or is in **your** care or control
- m. Bodily injury to **you** or **your family**
- n. The use of firearms other than sporting guns used for sporting purposes
- o. The ownership, possession or use of any species of horse
- p. Owning, possessing or using a drone

For claims involving liability for bodily injury of a **domestic employee** working for **you**

- Exclusions (b-i) and (k) will not apply.

Section B - Contents Cover

What is covered

22

Digital Information

Loss of or damage caused by any of the causes listed under Section B - Contents, events 1-9 to legally downloaded/audio visual files.

The most **we** will pay is £1,000 for any one incident.

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

Any illegally downloaded files or files where proof of purchase is not available.

The cost of remaking any film, disc or tape or rewriting any of the information stored.

23

Students Possessions

Loss or damage caused by any of the causes listed under Section B - Contents, events 1-9 to **contents** taken with **you** whilst studying away from the **home** and living temporarily in Halls of Residence or other student accommodation, providing the student still has their permanent address at the **home**.

The most **we** will pay is £2,500 for any one incident.

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Unless caused by violent and forcible entry
- Caused by **you**
- Outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands

Theft by deception, unless deception is used solely as a means to enter the Halls of Residence or other student accommodation.

Contents - Accidental Damage Cover

This cover only applies if **you** have selected it and it is shown on **your policy schedule**.

What is covered

24

Accidental damage or loss to the **contents** while in the **home**.

What is not covered

£200 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage

- Excluded in other parts of Section B - Contents, events 1-9.
- Caused by the cost of remaking any film, tape or disc or the value of any information contained on it
- Caused by paying guests or lodgers
- Caused by loss or damage happening while the **home** or any part of it is let or sublet

Section C - Personal Possessions Cover

This cover only applies if **you** have selected it and it is shown on **your policy schedule**.

What is covered

25

Personal possessions section.

Loss or damage to **your personal possessions** (as specified in **your policy schedule**) whilst in the United Kingdom or anywhere else in the world for up to 60 days.

A **single article limit** of £1,500 applies to this section other than for

- **personal money** where the most **we** will pay is £500
- pedal cycles where the most **we** will pay is £500 per cycle (unless specified in **your policy schedule**)

What is not covered

Also see General Conditions and General Exclusions.

Loss or damage

- To items not in the care, custody or control of **you** or **your family**.
- Which can be claimed under other insurance.
- To pedal cycles while being used for track racing or business purposes
- To pedal cycle accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time
- Caused by theft or attempted theft of an unattended pedal cycle unless
 - in a locked building
 - attached by a security device to a permanently fixed structure

Theft

- From an unattended vehicle (other than from a locked and concealed luggage boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). **We** will not pay more than £1,000 for any one incident
- By deception, unless deception is used only as a way to get into the **home**

The cost of remaking any film, tape or disc or the value of any information contained on it

Pedestrian controlled models whilst in operation.

Shortages due to error or omission.

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 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**, or any approved contractor, supplier or loss adjuster must have the chance to inspect the damage before **you** carry out permanent repairs or dispose of any damaged items.

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, proof of authenticity, utility bills, pre-purchase surveys or plans and deeds of **your** property.

To help assist in dealing with **your** claim **your insurer** may require **you** to obtain estimates for the replacement or repair of damaged property. **They** will only ask for information relevant to **your** claim and **they** will pay for any expenses **you** incur in providing that information as part of **your** claim.

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 or cash alternative (including vouchers and/or store cards) the amount of the loss or damage;

- Where **your insurer** can offer repair or replacement through a preferred supplier but agrees to pay a cash or cash alternative (including vouchers and/or store cards) settlement, then payment will not exceed the amount that **they** would have paid the preferred supplier. If an 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;
- **Your insurer** is entitled to assess **your** claim based on **our**, an approved supplier's or loss adjusters view and interpretation, even in situations where **you** have appointed a professional representative, such as a loss assessor or claims management company, to act on **your** behalf;
- **Your insurer** is entitled to retain the right to communicate directly with **you** regarding **your** claim, even in situations where **you** have appointed a professional representative, such as a loss assessor or claims management company, to act on **your** behalf
- The sums insured will not be reduced by any claim;
- Any permanent repairs made by **our** approved suppliers are guaranteed for a period of 12 months.

Wear and Tear

Under Section A - **Buildings**, if repair or reinstatement is carried out there will be no deduction provided that the **sum insured** represents the full value of the **buildings** and they have been maintained in good repair.

Under Section B - **Contents**, there will be no deduction for **contents** provided they have been maintained in good repair and the **sum insured** represents the full value of the property.

Matching sets, suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other **bathroom** fittings is regarded as a single item. **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, sanitary ware or **bathroom** fittings. Where carpeting is damaged beyond repair only the damaged carpet will be replaced; not undamaged carpet in adjoining rooms.

4. Other insurance

If any **injury**, loss, damage or liability under 'Occupiers and Public liability' or 'Property owner's liability' is covered by any other insurance **we** will not make any payment.

If any other **injury**, loss, damage or liability is covered by any other insurance, contract or legislation then **we** will not pay more than **our** share.

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 the **home** where loss or damage has occurred. To safeguard the **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 fails to disclose relevant facts at any time;
- Deliberately misrepresents or exaggerates information given, or acts dishonestly at any time;
- 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

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 **buildings**, this means the full cost of rebuilding **your** property, including any outbuildings in the same form, size, style and condition as when new and including debris removal and building fees.

For **contents**, this means the full cost of replacing all the property at today's prices.

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);
- 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 **your** correspondence address;
- A change to the insured property address as shown on **your policy schedule**;
- If **you** are no longer residing within the UK.

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;
- The trade or economic sanctions, laws or regulations of any country.

Important Notices

If **you** are the owner and occupier of the **home** insured by this policy;

Accidents that happen in the **buildings** or on land are nearly always the responsibility of the occupier (the person who lives in the **buildings** or on the land) rather than the owner.

If **you** are the owner and the occupier of the **buildings**, please remember that the **buildings** insurance does not cover **your** legal liability as the occupier of the **home** or its land.

To protect **you** as the occupier, **you** will need to arrange **contents** insurance which provides occupiers' personal liability cover.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for **injury** or damage caused to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

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 wording 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**.

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 or structures can often move for reasons other than **subsidence**, often because of the compaction of the ground below. This is known as **settlement** and 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 the **home** 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.

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

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.

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 the **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 'opportunistic' 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 the **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.

Collision

If someone crashes into **your** wall or the **home** 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**.

first  protect

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