

first  protect



Your Contents  
Tenants Policy Wording



# 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**). 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 **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

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 **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, 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 Care Department on the below details:

Post: First2Protect, Second Floor, The Forum, Barnfield Road, Southernhay, Exeter, EX1 1QR

Email: [customercare@first2protect.co.uk](mailto:customercare@first2protect.co.uk)

Telephone: 01392 849750

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](http://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](mailto: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](http://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.

**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 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**
- 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.

**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.

**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 (not including 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.

**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.

**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.

**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)

**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 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 or carry (including sports equipment) 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 household 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 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.

**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**.

**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 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 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**.

# 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 event 16.

## 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**.

# 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 events:

## ✗ What is not covered

Also see General Exclusions and General Conditions.

The **excess** figures (as shown in **your policy schedule**) for each insured event other than events 14, 15, 16, 17 and 18.

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

### 1. Fire

#### ✓ What is covered

- Fire, lightning, explosion, or earthquake
- Smoke

### 2. Storm

#### ✓ What is covered

Storm, flood or weight of snow.

#### ✗ What is not covered

Loss or damage

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

### 3. Riot

#### ✓ What is covered

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

#### ✗ 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
- Paying guests or lodgers
- **Domestic employee**
- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**.

### 4. Collision

#### ✓ What is covered

Collision or impact by

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

# Your Cover - Contents

## 5. Escape of water

### ✓ What is covered

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

### ✗ What is not covered

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 groud

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

## 6. Theft

### ✓ What is covered

Theft or attempted theft.

### ✗ What is not covered

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**.

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**.

## 7. Falling radio

### ✓ What is covered

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

### ✗ What is not covered

Loss or damage

- Arising from erection, dismantling, repair or maintenance

# Your Cover - Contents

- To the installation

## 8. Subsidence

### ✓ What is covered

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

### ✗ What is not covered

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

## 9. Falling trees

### ✓ What is covered

Falling trees or branches.

### ✗ What is not covered

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

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

## 10. Replacement locks

### ✓ What is covered

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.

## 11. Fuel and metered water

### ✓ What is covered

Accidental loss of

- Domestic heating fuel
- Metered water

That **you** are responsible for.

The most **we** will pay is £750 for any one incident.

### ✗ What is not covered

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

# Your Cover - Contents

## 12. Food in freezers

### ✓ What is covered

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

- A rise or fall in temperature; or
- Contamination by refrigerant or refrigerant fumes

### ✗ What is not covered

Loss or damage

- Caused by a deliberate act of the company (or its employees) supplying **your** power
- To food held or used for business purposes
- Occurring whilst the **home** has been left **unoccupied** or **unfurnished**

## 13. Loss of rent

### ✓ What is covered

Loss of rent and the cost of alternative accommodation.

If the **home** is damaged by any cause listed under this section 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 up to 15% of the **contents sum insured**.

(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).Occupiers Liability and Personal Liability

## 14. Temporary accommodation

### ✓ What is covered

Liability noted under events 15, 16, 17 and 19 whilst **you** are living in temporary accommodation for no more than two months.

### ✗ What is not covered

Exclusions shown under Event 16.

## 15. Employers liability

### ✓ What is covered

**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

Exclusions shown under event 16 (apart from exclusions 1, 2, 3, and 8)

Any amount over £10,000,000, for all compensation and claimant’s costs and expenses for any one

# Your Cover - Contents

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.

## **16. Occupiers liability**

### **✓ What is covered**

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 15.
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:



# Your Cover - Contents

- 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
  - 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 The ownership, possession or use of any species of horse
- 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 the **home**, other than for events 15 and 18

## 17. Tenant's liability

### ✓ **What is covered**

**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**
- 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

### ✗ **What is not covered**

Exclusions shown under event 16.

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.

## 18. Unpaid court judgements

### ✓ What is covered

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 16.

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

# Contents - Accidental Damage Cover

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

## ✓ What is covered

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

## ✗ What is not covered

Also see General Exclusions and General Conditions.

Damage excluded in other parts of the contents section.

Loss or damage to

- **Contents** not inside the **home**
- Contact lenses
- **Personal Money**
- Computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording

Loss or damage caused by

- **Settlement**
- 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.
- Overwinding and damage to the inside of watches or clocks.
- Loss or damage to portable hot tubs whilst being installed or moved
- Water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations
- The escape of water from guttering, rainwater downpipes, roof valleys and gullies

## 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

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 £1,000 applies to this section.

### ✗ What is not covered

Also see General Exclusions and General Conditions.

Loss or damage

- To items not in the care, custody or control of **you** or **your family**
- To audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source
- 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
- To skiing or underwater equipment while **you** are using it
- Resulting from theft or attempted theft by **you**
- Caused by overwinding and damage to the inside of watches or clocks
- 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
- Of **personal money**

Theft

- Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied
- 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**
- Of **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 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.

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 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

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.

### 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.

## 4. Other insurance

If any **injury**, loss, damage or liability under 'Occupiers and Personal 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

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

## 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 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 **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 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.





F2P-YCT-PW 08.23

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