

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 contact and product 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 insurer's product information document** and **your insurer's contact and product information document** carefully so that you know what you are insured for. Make sure that you read the general exclusions, general 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 contract is based on the information you gave **your insurance advisor**, as shown in **your statement of fact**. The legally binding contract includes this policy wording, **your policy schedule** and **your statement of fact**.

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 your insurance contract is based on the information provided by you on the **statement of fact**. 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 than **your insurance advisor** will transfer **your** cover to the alternative insurer. Please note that you should always check **your policy schedule**, sums insured, and any applicable **endorsements** to ensure cover remains adequate for your needs. Please advise **your insurance advisor** at your earliest opportunity if cover no longer meets your needs.

Authority to renew

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

Also for your protection - if 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.

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. In these circumstances you will not be charged a cancellation fee (see **Your Right to Cancel**).

Changes to your circumstances

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

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

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

Your right to cancel

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

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

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

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

Cancellation at any other time

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

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

Your insurance advisor (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 held on **your** records and it will set out the reason for cancellation. Valid reasons include:

- Where **your insurance advisor** has been unable to collect a premium payment. In this case **your insurance advisor** will contact **you** in writing requesting payment, which if not received within 7 days, will result in **your** policy being cancelled. **You** will be notified in

writing that such cancellation has taken place;

- Where **you** are required in accordance with the terms of this policy wording to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and **we** will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the 7 day cancellation notice period;
- Where there is a failure by **you** to exercise **your** duty to keep to the conditions of this policy wording;
- Where **we** suspect fraud; or
- In the event of threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers.

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

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

What to do if you have a complaint

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

If **your** complaint is about **your** insurer or how **your** claim was handled **you** will find their complaint procedure in **your insurer's contact and product information document**.

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

businesses.

You can contact the Financial Ombudsman Service as follows:

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

From within the United Kingdom

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

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

From outside the United Kingdom

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

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

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

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

Online Dispute Resolution

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

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:

- a. **you** and **we** agree otherwise; or
- b. at the date of the contract, **you** are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case, only if **you** and **we** agree, the law of that country will apply.

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

Protecting your home and belongings

We offer the following hints on precautions worth taking.

Fire Prevention

Check **your** electrical equipment regularly. Make sure that **you** use the correct fuses and do not overload the circuits. Ask for the help of a qualified electrician if **you** are in doubt.

If **you** leave **your** home for more than 24 hours, switch off the electricity at the mains or unplug all appliances. (**You** may need to keep the refrigerator, freezer or heating systems in use.) Always unplug non-essential electrical appliances before **you** go to bed at night, especially electric blankets and television sets.

Fires often happen in kitchens. **You** can put out chip pan fires by shutting out the air. Cover the pan with a lid or thick damp cloth. Do not use water. Remember, safety first. Call the emergency services.

Flood

- 1 Gather essential items together either upstairs or in a high place.
- 2 Fill jugs and saucepans with clean water.
- 3 Move **your** family and pets upstairs, or to a high place with a means of escape.
- 4 Turn off gas, electricity and water supplies when floodwater is about to enter **your home** if safe to do so.
- 5 DO NOT touch sources of electricity when standing in floodwater.
- 6 Keep listening to local radio for updates or call Floodline 0345 988 1188.
- 7 Floodwater can rise quickly, stay calm and reassure those around **you**. Call 999 if **you** are in danger.
- 8 Avoid walking or driving through floodwater.
- 9 Keep children and vulnerable people away from floodwater.
- 10 Wash **your** hands thoroughly if **you** touch

floodwater.

Water Damage

- 1 Lag exposed water pipes and tanks in the roof area.
- 2 Turn off the water and drain the system if **you** leave **your home** without heat in winter.
- 3 If pipes freeze despite **your** precautions, thaw them out slowly using hot water bottles. Never use a blowlamp.

If **you** would like information on anything mentioned above or anything affecting this policy, contact **your insurance advisor**, who will be happy to assist **you**.

Security

- 1 Never leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside the **home**.
- 2 When upstairs, avoid leaving doors and windows open downstairs.
- 3 Don't leave small **valuables**, money, handbags, wallets and purses where they can be easily seen from outside.
- 4 If **you** go out in the evening, leave a light on in a living room or bedroom. Leaving an outside or landing light on is not sufficient, the **home** must look lived in.
- 5 Never leave ladders or tools lying around, these will encourage rather than deter an opportunist thief.
- 6 Close and lock all garages, sheds and other outbuildings.
- 7 Join a local Neighbourhood Watch Scheme or consider starting one in **your** area.
- 8 Don't let strangers into **your home** unless they give **you** official proof of their identity. If **you** are suspicious, telephone the company concerned for verification while **your** caller waits outside behind the locked front door.
- 9 Remember to cancel milk and newspaper deliveries before **you** go on holiday and ask a trusted neighbour to keep an eye on **your home** and leave a spare key with them.
- 10 Keep a record of **your** possessions, for example, the serial numbers of televisions and video recorders, and use a security marker which

writes in invisible ink to mark **your** postcode and house number (this ink can only be read under ultraviolet light). Retain copies in a safe location.

- 11 Keep receipts, obtain valuations and take photographs of jewellery and any other valuable or unusual items. Photographs are an enormous help to the police for identifying stolen property and returning it to the rightful owner.

Safes

Safes offer an additional level of protection for **your valuables** against thieves. A safe should be carefully chosen taking into consideration the value of the items intended to be locked within, where it is to be located within **your** property and any future purchases of **valuables** that **you** may make.

Safes are normally awarded a 'cash rating' which indicates the maximum level of cash that should be held within. The cash rating will be based on the safe's ability to withstand fire and attack. For most safes, the awarded cash rating can be multiplied by ten in order to find the equivalent **valuables** limit e.g. Cash rating £1,000 = **valuables** rating £10,000. A safe supplier will be able to advise **you** on the type of safe that is best for **your** needs.

Further information on protecting **your home** can be found on the following Home Office websites:

www.crimereduction.homeoffice.gov.uk/cpghs.pdf

The Meaning of Words

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

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

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

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

The definition of contents includes:

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

The definition of contents does not include:

- contents insured under any other policy;
- securities (stocks and shares) and documents of any kind;
- **motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans, trailers, and the parts, spares and accessories of any of these;
- any part of the structure of **your home**;
- items used for business or professional purposes other than **home working equipment**;
- any living creature;
- landlord's fixtures and fittings.

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.

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**.

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

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

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

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

Landslip - Downward movement of sloping ground.

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

Money - Cash, bank or currency notes, cheques, postal or money orders, postage stamps, National Savings stamps and certificates, travellers' cheques, gift vouchers (subject to proof of purchase or ownership), premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which **you** own or are responsible for that is used for social or domestic purposes.

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

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

Multiplying compensatory damages - In some areas of the world the amount of money awarded as

compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

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

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

- Items with an individual value of more than £1,000 or pedal cycles with an individual value over £1,000;
- vehicles (or their parts), watercraft, aircraft, 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.

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

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

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

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

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

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

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

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

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

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**.

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

You, your - The person named as the policyholder in the **schedule**, their partner and members of their family permanently living with them, during the insurance period at the address shown in the **schedule**.

Your Cover - Contents

What is covered

Your policy covers loss of or damage to your contents caused by the following Events.

1

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

2

Aircraft and other flying objects or articles dropped from them.

3

The contents being hit by:

- a vehicles;
- b animals; or
- c falling trees or branches.

4

Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations.

What is not covered

The excess figures (as shown in your policy schedule) for each insured Event other than Events 15, 17, 18, 19 and 20.
Loss, damage, injury or liability shown in the General Exclusions.

Anything which happens gradually.

Loss or damage caused by scorching, melting or warping unless accompanied by flames.

Loss or damage caused by domestic animals.

Loss or damage caused by felling or lopping trees.

Loss or damage caused after your home has been left unfurnished or unoccupied.

Loss of metered water.

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

The cost to repair your water tanks, fish tanks, apparatus or pipes or fixed heating installations.

What is covered

5

Theft or attempted theft caused by violent and forcible entry or exit.

6

Malicious damage.

7

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

What is not covered

Any amount over 15% of the **sum insured** under this section for loss or damage to the **contents** (excluding portable hot tubs) caused by theft or attempted theft from outbuildings and garages forming part of **your home**.

Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied**.

Loss or damage that **you** do not report to the police at **your** first opportunity.

Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked.

Contents must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot and the vehicle must be parked within the boundaries of **your home**.

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

Loss or damage resulting from theft or attempted theft by **you**.

Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied**.

Loss or damage caused by **you** or anyone lawfully in **your home**.

Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the buildings or **contents** are damaged by the same cause at the same time.

What is covered

8

Storm or flood

9

Riot, civil commotion, strikes or labour disturbances.

10

- a Oil leaking from any fixed heating installation at **your home**.
- b Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.

11

Loss or theft of keys

We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within **your home** if the keys are stolen or accidentally lost.

12

Loss of oil and metered water

We will pay for loss of oil or metered water due to **your** domestic water or fixed heating installations being damaged.

What is not covered

Loss or damage caused by a weather event that does not meet the definition of **storm** as set out in the meaning of words.

Loss or damage caused by frost.

Loss or damage in cellars and basements due to a rise in the **water table**.

Anything which happens gradually.

Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.

Damage caused to the installation.

Loss of oil.

Any amount over £750.

What is covered

13

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

What is not covered

The exclusions that apply to Events 1 to 10 and also apply to Event 13.

- **Contents** not inside **your home**.
- Contact lenses.
- **Money**.
- Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.
- Loss or damage caused by wear and tear other than loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container.
- Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.
- Loss or damage caused by electronic, electrical or mechanical breakdown or failure.
- Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.
- Loss or damage arising from the malicious erasure, distortion or misfiling of any software, data or files.
- Loss or damage caused by faulty design, faulty plan, specification, materials or workmanship.
- Loss or damage which happens gradually, or loss of value.
- Loss or damage caused by overwinding and damage to the inside of watches or clocks.
- Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.

What is covered

13

What is not covered

- Loss or damage to portable hot tubs whilst being installed or moved
- Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.
- Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

14

Alternative Accommodation and Loss of Rent

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

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

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

15

Temporary accommodation

Liability noted under Events 17, 18, 19 and 20 whilst **you** are living in temporary accommodation for no more than two months.

Exclusions shown under Event 17.

16

Food in freezers

Loss of or damage to food in a freezer within **your home** caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.

Loss or damage as a result of a deliberate act by **you** or the electricity company.

What is covered

17

Personal Liability and Liability because you live in the home

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

- a private individual while in and away from **your 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 18.
- 9 Liability for loss, damage or **injury** caused by or arising out of the following:
 - a **You** owning, possessing, or using (other than as a passenger):
 - any mechanically or wind propelled or assisted vehicle (other than a self-propelled golf trolley or a pedestrian controlled or ride-on garden tool which is not licensed for road use and **you** do not need a certificate of insurance for). This also applies for a trailer attached to the vehicle;
 - aircraft including drones;

What is covered

17

What is not covered

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

18

Employers' liability

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

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

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

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

What is covered

19

Tenant's liability

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

- i Loss of or damage to **your home** directly caused by:
 - fire, lightning, explosion, earthquake, aircraft, storm or flood;
 - bursting, leaking or overflowing water tanks, apparatus or pipes;
 - oil 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; or
 - smoke.
- ii We will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of **your home**.
- iii We will pay for **accidental damage** to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from **your home** to the public supply.

What is not covered

Exclusions shown under Event 17.

Loss or damage which happens while **your home** is left **unfurnished** or **unoccupied**.

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

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

What is covered

20

Unpaid court judgements

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

We will only do this if:

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

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

What is not covered

Exclusions shown under Event 17.

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

Personal Possessions

What is covered

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

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

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

What is not covered

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

What is covered



What is not covered

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

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

2. Your Policy

Your policy includes:

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

3. Claims

Your duties:

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

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

repairs as they may form part of **your** claim. It would be helpful if **you** could take photographs of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.

To help prove **your** claim **your insurer** may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, 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 the amount of the loss or damage. The sums insured will not be reduced by any claim;
- Where **your insurer** can offer repair or replacement through a preferred supplier but agrees to pay a cash settlement, then payment will not exceed the amount that they would have paid the preferred supplier. If equivalent replacement is not available then **your insurer** will pay the full replacement cost of the item;
- An approved supplier may be appointed by **your insurer** to act on their behalf to further validate your claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate;
- Any permanent repairs made by **our** approved suppliers are guaranteed.

Matching sets, suites and carpets:

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

Wear and Tear:

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

4. Other insurance

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

5. Your insurer's rights

Your insurer may:

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

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

6. Fraud

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

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

We may:

- cancel or void **your** policy and all other policies to which **you** are connected to with

us;

- not pay any claim which is in any way fraudulent, false or exaggerated;
- aim to recover any costs **we** have incurred and not return any premium;
- tell the police if **we** suspect fraud.

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

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

8. Arbitration

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

9. Index Linking

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

10. The right level of cover

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

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

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

11. Information and changes you must tell us about

Please tell **your insurance advisor** if there are any changes to the information set out in the **statement**

of fact or on your policy schedule. You must also tell your insurance advisor about the following changes:

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

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

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

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

- we may cancel 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.

General Exclusions

This policy does not cover:

1. War

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

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

2. Terrorism

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

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

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

3. Date change and computer viruses

Any loss, damage or liability arising from:

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

4. Sonic Bangs

Loss of or damage to property caused by pressure

waves from aircraft and or other aerial devices travelling at or above the speed of sound.

5. Radioactivity

Loss, damage or liability which involves:

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

6. Pollution or contamination

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

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

7. Things that happen gradually

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

8. Confiscation

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

9. Existing damage

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

10. Deliberate Acts

Any loss or damage deliberately caused by **you**, or **your family**, or by any other person lawfully in **your home**.

11. Geographical Limits

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

12. Loss of value and depreciation

Loss of value and depreciation resulting from the

repair or replacement of lost or damaged property.

13. Domestic pets

Loss or damage caused by domestic pets.



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