

first  protect



Your Home  
Policy Wording



# Your Home Policy Wording

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## How to make a claim

- 1 In the event of an emergency, check any Home Emergency cover **you** may have, as this may be a more suitable policy for **you** to claim on.
- 2 Check **your policy schedule** and this policy wording, which give details of what is covered and what is not covered.
- 3 Follow the General Conditions and General Exclusions of this policy wording.
- 4 Please call the number shown on **your insurer 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, 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 then **your insurance advisor** will transfer **your** cover to the alternative insurer. Please note that **you** should always check **your policy schedule**, sums insured, and any applicable **endorsements** to ensure cover remains adequate for **your** needs. Please advise **your insurance advisor** at **your** earliest opportunity if cover no longer meets **your** needs.

## Authority to renew

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

Also for **your** protection - if **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 the earliest opportunity if there are any changes to **your** circumstances which could affect **your** insurance.

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

If **your** circumstances change and **you** do not tell

**your insurance advisor**, you may find that **you** are not covered if **you** need to make a claim.

## Your right to cancel

**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 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.

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

- 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.

## 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 which happens gradually or faulty design or faulty materials.

**Bathroom** - Any room with a bath or shower.

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

**Buildings** - The structure of **your home** and the following if they form part of **your home** and belong to **you** or are **your** responsibility; Fixtures and fittings in or on the buildings, sheds, greenhouses, permanently installed swimming pools, ornamental ponds and fountains, permanently fixed hot tubs, spas and jacuzzis, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the **home**, solar panels and wind turbines which are permanently fixed to the **home**, laminated, wooden effect or vinyl floor coverings that could not be removed and re-used.

**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 £25,000 (subject to a £2,000 single article limit);
- **personal money** up to £500;
- visitors personal possessions up to £1,000;
- **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.

**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.

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

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

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

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

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

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

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

**Insurance Product Information Document** - A printed or printable document showing important information relating to 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.

**Motorised Vehicles** - Any electrically or mechanically powered vehicle 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.

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

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

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

- **Motorised vehicles** (or their parts), water craft, 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, any living creature, securities (stocks and shares).

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

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

**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 (54 MPH) that may be accompanied by heavy rain, snow or sleet.

**Subsidence** - Downwards 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).

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

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

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

**Water table** - The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from upper layers of soil (unsaturated soil).

**We, Our, Us** - 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, during the **period of insurance** at the address shown in the **policy schedule**.

**Your Insurance Advisor** - **Your** policy administrator as shown in **your** terms of business agreement with **you**.

**Your Insurer, Their, They** - **Your** insurer as named in the **policy schedule**.



## Section A - Buildings

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

What is covered	What is not covered
<p><b>The Buildings</b></p> <p>Loss or damage to the <b>buildings</b> caused by any of the following:</p>	<p>See also the General Conditions and General Exclusions.</p> <p>The following exclusion applies to all sections, except Section A.15.</p> <p>Damage by wet or dry rot arising from any cause, except as a direct result of a claim <b>we</b> have already paid, and where repair or preventative action was carried out by a tradesman <b>we</b> have approved.</p>
<p><b>1</b></p> <p>a. Fire, lightning, explosion, or earthquake;</p> <p>b. Smoke.</p>	<p>£100 <b>excess</b> unless otherwise stated in the <b>policy schedule</b>.</p> <p>b. Loss or damage that happens gradually.</p>
<p><b>2</b></p> <p>Storm, flood or weight of snow.</p>	<p>£100 <b>excess</b> unless otherwise stated in the <b>policy schedule</b>.</p> <p>Loss or damage by frost.</p> <p>Loss of or damage to fences, gates and hedges.</p> <p>Loss or damage caused by rising <b>water table</b> levels.</p>
<p><b>3</b></p> <p>a. Riot, civil unrest, strikes, and labour or political disturbances;</p> <p>b. Malicious acts.</p>	<p>£100 <b>excess</b> unless otherwise stated in the <b>policy schedule</b>.</p> <p>Loss or damage that is not reported to the police.</p> <p>b. Loss or damage caused by</p> <ul style="list-style-type: none"><li>• <b>You</b> or persons lawfully on the premises</li><li>• Paying guests or lodgers</li><li>• <b>Domestic employees</b></li></ul> <p>b. Loss or damage occurring whilst the <b>home</b> has been left <b>unoccupied</b>.</p>

## What is covered

4

Collision by:

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

5

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

6

Theft or attempted theft.

7

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

8

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

- b. Loss or damage caused by domestic animals.

£250 **excess** unless otherwise stated in the **policy schedule**.

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

Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from **your home**.

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

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

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

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

£100 **excess** unless otherwise stated in the **policy schedule**.

Damage to hedges, fences and gates.

## What is covered

8

Subsidence or heave of the site that the buildings stand on, or landslip.

## What is not covered

£1,000 excess unless otherwise stated in the policy schedule.

Damage to domestic outbuildings that form part of **your home**, permanently installed swimming pools, ornamental ponds and fountains, permanently fixed hot tubs, spas and jacuzzis, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges, fixed tanks providing fuel to the **home**, solar panels and wind turbines which are permanently fixed to the **home** unless the **home** is damaged by the same cause at the same time.

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

Damage resulting from coastal or river erosion.

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

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

Damage occurring whilst the **buildings** are undergoing demolition, structural alteration or structural repair.

Damage caused by faulty materials, design or poor workmanship.

Reduction in market value following repair.

Damage for which compensation is provided by contract or legislation.

## What is covered

9

Falling trees or branches.

10

Loss of rent and the cost of alternative accommodation.

If **your home** is damaged by any cause listed under Section A and, as a result it cannot be lived in, **we** will pay any amounts which **you** are liable to pay and any ground rent **you** still have to pay, for up to 2 years.

**We** will also pay:

- rent **you** have lost;
- comparable alternative accommodation expenses for **you**, **your family** and pets until **your home** is ready to be lived in.

The most **we** will pay is £75,000 for any one incident.

11

Damage to services.

**Accidental damage** to:

- cables and underground pipes which provide services to or from the **buildings** for which **you** are legally responsible;
- septic tanks and drain inspection covers for which **you** are legally responsible.

10

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage to gates and fences and damage caused by felling, lopping or topping of trees.

The cost of removal of the fallen tree or branch.

£100 **excess** unless otherwise stated in the **policy schedule**.

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

£100 **excess** unless otherwise stated in the **policy schedule**.

Damage caused to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

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

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

Damage which **you** are not legally responsible to repair.

## What is covered

12

Fixed glass and sanitary fixtures.

The accidental breakage of fixed glass and sanitary fittings which forms part of the **buildings** (including glass in solar panel units, cooking hobs in kitchens when a fixture, fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns).

13

Emergency access.

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

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

14

Trace and access.

If the **buildings** are damaged due to water and /or heating fuel escaping from tanks, pipes, equipment or fixed heating systems in **your home**, **we** will pay the cost of removing and replacing any other part of the **buildings** necessary to find and repair the source of the leak and making good.

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

15

Contracting purchaser.

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

*Continued*

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

**Damage** that happens whilst the **home** has been left **unoccupied** or **unfurnished**.

£100 **excess** unless otherwise stated in the **policy schedule**.

The cost of repairing the leak.

£100 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage:

- after **your home** has not been lived in for more than 60 days in a row by **you**

*Continued*

## What is covered

- 15 (for the damage or destruction) once the sale is completed.

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

### 16 Your liability as owner of your home.

(See also the Important Notices).

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

- compensation and claimant's costs and expenses; and
- legal costs and expenses **you** pay with our written permission in connection with defending any claim.

arising from;

- i. **injury** to any person;
- ii. loss of or damage to property.

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

Defective Premises:

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

- i. **injury** to any person;
- ii. loss or damage to property happening during the **period of insurance**.

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

We will not pay more than £2,000,000 for any one incident.

## What is not covered

or **your family**;

- after the sale has completed.
- if the **home** is insured under another policy;

Liability:

- **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- for loss or damage caused by or arising from;
  - a. any passenger lift which **you** are responsible for maintaining;
  - b. **you** owning any land or building other than the **home**.
- for loss of or damage to property which belongs to **you** or is in **your** charge or control;
- which is insured by or would be insured by any other policy if this section did not exist;
- for **injury** to **you** or **your family**;
- arising directly or indirectly from **your** trade, business or profession;
- loss, damage, **injury** or liability shown in the General Exclusions.
- liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages.

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

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

**Multiplying Compensatory Damages** - In some areas of the world the amount of money

*Continued*

## What is covered

## What is not covered

### 17 Debris removal and building fees.

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

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

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

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

The cost of preparing a claim.

### 18

#### Blockage of Sewer Pipes

The cost of breaking into (and repairing) an underground pipe to clear a blockage, that you are legally responsible for, between the main sewer and the home if this is necessary because normal methods of releasing the blockage are unsuccessful.

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

The cost of breaking into underground pipes to clear a blockage if there is no evidence that normal methods of releasing the blockage have been attempted.

The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section

### 19

#### Replacement Locks

Replacement locks.  
If keys to the locks of:

- a. external doors or windows of your home
- b. a safe within or an alarm protecting your home are accidentally lost or stolen we will pay the cost of replacing the locks or lock mechanisms.

The most we will pay is £1000 for any one incident.

£100 excess unless otherwise stated in the policy schedule.

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

## Buildings - Optional Cover

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

### What is covered

20

Accidental damage.

Accidental damage to the buildings.

### What is not covered

£100 excess unless otherwise stated in the policy schedule.

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

Damage excluded in other parts of the buildings section.

Damage caused by:

- wear and tear, settlement, shrinkage or expansion, rats, mice, squirrels, owls, birds, foxes, bats, badgers, insects, fungus, atmospheric or climatic conditions, or anything that happens gradually;
- faulty materials, design or workmanship;
- chewing, scratching, tearing or fouling by domestic animals;
- buildings renovations, alterations, extensions, or repairs;
- paying guests or lodgers;
- electronic or mechanical breakdown;
- water entering the home regardless of how this happened (please note - certain water damage is covered under Buildings Section A5).

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

Anything set out in the General Exclusions on Pages 31-32.



## Section B - Contents

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

### What is covered

#### Contents in the home.

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

1

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

2

Storm, flood or weight of snow.

### What is not covered

Also see General Conditions and General Exclusions.

**Motorised vehicles**, aircraft, boats, boards, and craft designed to be used on or in water, caravans, trailers, and the parts, spares and accessories on or in any of these.

Any living creature.

Securities (stocks and shares) and documents of any kind.

Landlord's fixtures and fittings.

Items held or used for business or professional purposes other than **home working equipment**.

Any part of the **buildings**.

Property more specifically insured.

Accidental loss of **personal money**.

£100 **excess** unless otherwise stated in the **policy schedule**.

- b. Loss or damage that happens gradually.

£100 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage to property in the open.

Loss or damage caused by rising **water table** levels.

Loss or damage caused by frost.

## What is covered

3

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

4

Collision by:

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

5

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

6

Theft or attempted theft.

*Continued*

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

Loss or damage that is not reported to the police.

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

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

£100 **excess** unless otherwise stated in the **policy schedule**.

- b. Loss or damage caused by domestic animals.

£250 **excess** unless otherwise stated in the **policy schedule**.

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

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

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

*Continued*

## What is covered

6



7

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

8

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

## What is not covered

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

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

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

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

Any amount over £2,500 for any one incident of theft from garages or outbuildings belonging to the **home**.

£100 **excess** unless otherwise stated in the **policy schedule**.

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

Loss or damage to the installation.

£100 **excess** unless otherwise stated in the **policy schedule** under **subsidence excess**.

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.

Damage resulting from coastal or river erosion.

Damage to or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the **home** are

*Continued*

## What is covered

8



9

Falling trees or branches.

10

Audio and visual equipment.

Accidental damage to:

- a. Television sets (including digital and satellite receivers), DVD / video players and recorders, games consoles, home computers and audio equipment in **your home**; or
- b. Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to **your home**.
- c. **Home working equipment in your home.**

## What is not covered

damaged by the same cause at the same time.

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

Damage occurring whilst the **buildings** are undergoing demolition, structural alteration or structural repair.

Damage caused by faulty materials, design or poor workmanship.

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

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

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

## What is covered

11

Glass and mirrors.

**Accidental damage** to mirrors, glass tops and fixed glass in furniture, cookers and cooking hobs in **your home**.

12

Food in freezers.

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

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

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

13

Replacement locks.

If keys to the locks of:

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

are accidentally lost or stolen **we** will pay the cost of replacing the locks or lock mechanisms.

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

14

**Contents** temporarily removed from **your home**.

Loss of or damage to **contents** by any of the

*Continued*

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

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

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

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

Loss or damage occurring within the

*Continued*

## What is covered

14

causes listed under Section B 1-9 while temporarily removed away from **your home** for a maximum of 90 days to:

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

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

- c. Loss or damage to **your contents** taken with **you** whilst studying away from **your home**.

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

## What is not covered

boundaries of **your home**.

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

15

**Contents** in the open.

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

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

Loss of or damage to pedal cycles.

Loss or damage to plants, trees and any growing matter.

Theft of **personal money**.

Loss or damage caused by **storm** or flood.

16

Fuel and metered water.

Accidental loss of:

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

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

£100 **excess** unless otherwise stated in the **policy schedule**.

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

20

## What is covered

17

Fatal injury benefit.

We will pay £5,000 if you die as a direct result of injury caused in your home by fire, explosion, lightning or intruders. For us to pay a claim, your death must happen within three months of the incident.

18

Loss of rent and the cost of alternative accommodation.

If your home is damaged by any of the events insured by this section and it cannot be lived in, for the period necessary to put your home back in a fit state to live in, we will pay for:

- a. Any rent you have to continue to pay;
- b. Reasonable expenses you have to pay for other accommodation;
- c. Reasonable expenses you have to pay for suitable accommodation for your domestic pets;
- d. The necessary cost of temporarily storing the contents.

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

19

Household removals.

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

## What is not covered

£100 excess unless otherwise stated in the policy schedule.

*(When we refer to "reasonable accommodation expenses" this means that we will pay for alternative accommodation for you and your domestic pets 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).*

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

£100 excess unless otherwise stated in the policy schedule.

Personal money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities (bonds and share certificates) stamps, deeds or documents of any kind.

Loss or damage to china, glass, earthenware and other items of a brittle nature unless they have been professionally packed.

## What is covered

20

Religious festivals, wedding and civil partnership ceremonies.

The sum insured under the **contents** section is automatically increased by £5,000:

- For a month before and after **your** religious festival to cover gifts and extra food and drink bought for the occasion.
- for a month before and after **your** wedding day or civil partnership to cover gifts and extra items bought specifically for the wedding or ceremony occurring during the **period of insurance**.

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

21

Title deeds.

We will pay the cost of preparing new title deeds to **your home** up to £500 if they are lost or damaged by any of the causes listed under the **Contents** Section B 1-9.

£100 **excess** unless otherwise stated in the **policy schedule**.

22

Emergency access.

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

The most **we** will pay is £2,000 for a single incident.



## What is covered

23

Tenant's liability.

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

- a. Loss of or damage to **your home** and landlord's fixtures and fittings by any of the causes listed under Section B 1-9.
- b. Accidental breakage of:
  - fixed glass (including glass in solar panels);
  - fixed baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns;which form part of **your home**.
- c. **Accidental damage** to cables or underground pipes which provide services to or from the **buildings**, and septic tanks and drain inspection covers.

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

*Continued*

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

- a, b, c, Loss or damage excluded under **Contents** Section B.
- a, b, c, Loss or damage occurring whilst the **home** has been left **unoccupied** or **unfurnished**.
- c. Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

*Continued*

24

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

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

- accidental bodily **injury**;
- accidental loss of or damage to property

happening during the **period of insurance** in:

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

Liability in connection with the following:

- a. **You** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**.
- b. Aircraft other than pedestrian controlled toys or models.
- c. Caravans or trailers whilst being towed.
- d. Boats, boards and craft designed to be used on or in water, other than those only propelled by oars or paddles or pedestrian controlled toys or models.
- e. **You** living in or occupying land or **buildings** other than the **home** or its grounds.

23

## What is covered

24

The most **we** will pay is £2,000,000 for any one incident, unless a claim is made against **you** by any **domestic employees** where the **injury** or illness happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is £5,000,000).

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

25

### Digital Information

Loss of or damage by any of the causes listed under section B1 - 9 to legally downloaded/ audio visual files.

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

24

## What is not covered

- f. **You** owning land, **buildings** or other fixed property.
- g. Deliberate or malicious acts.
- h. The transmission of any communicable disease by **you** or any member of **your family**.
- i. Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).
- j. Any agreement, unless **you** would have been liable without the agreement.
- k. Any trade, business or profession.
- l. Loss of or damage to property which belongs to **you** or is in **your** care or control.
- m. Bodily injury to **you** or **your family**.
- n. The use of firearms other than sporting guns used for sporting purposes.
- o. The use of horses for racing.
- p. Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to **you** or under **your** control.

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

- Exclusions (b-i) and (k) will not apply.
- Exclusion a) above only applies where the **motorised vehicle** requires insurance under **Road Traffic Acts**.

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

Any illegally downloaded files or files where proof of purchase is not available  
The cost of remaking any film, disc or tape or rewriting any of the information stored

## What is covered

26

Plants in the garden

Loss of or damage by any of the causes listed under section B1 - 9 to plants, lawns, bushes, shrubs and trees in the garden.

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

## What is not covered

£100 **excess** unless otherwise stated in the **policy schedule**.

## Contents - Optional Cover

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

27

**Accidental damage.**

Accidental damage to the contents while in your home.

£100 **excess** unless otherwise stated in the **policy schedule**.

Damage caused by:

- wear and tear, light, atmospheric or climatic conditions, moth, rats, mice, squirrels, owls, birds, foxes, bats, badgers, insects, mildew, fungus, wet or dry rot, or anything that happens gradually;
- water entering the **home** regardless of how this happened (please note - certain water damage is covered under **contents** - Section B5);
- chewing, scratching, tearing or fouling by domestic animals;
- the process of cleaning, washing, repairing, or restoring any item;
- computer viruses;
- the cost of remaking any film, tape or disc or the value of any information contained on it;
- electrical or mechanical breakdown;
- paying guests or lodgers;
- damage excluded in other parts of the **Contents** Section B 1-9;
- loss or damage happening while the **home** or any part of it is let or sublet.

Anything set out in the General Exclusions.

## Section C - Personal Possessions

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

### What is covered

28

Personal possessions section.

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

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

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

*Continued*

### What is not covered

Also see the General Conditions and General Exclusions.

£100 **excess** unless otherwise stated in the **policy schedule**.

Theft from an unattended vehicle (other than from a locked and concealed luggage boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). **We** will not pay more than £1,000 for any one incident.

Loss or damage caused by wear and tear, the process of cleaning, washing, repairing or restoring any item, light, atmospheric or climatic conditions, moth, rats, mice, squirrels, owls, birds, foxes, bats, badgers, or anything that happens gradually.

Depreciation in value.

Damage to sports racquets, sticks, bats and clubs while in play.

Confiscation or detention by customs or other officials.

Electrical or mechanical breakdown.

Computer viruses.

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

Pedestrian controlled models whilst in operation.

Loss or damage which can be claimed under other insurance.

Theft by deception, unless deception is used only as a way to get into **your home**.

Damage to **your** property caused by or resulting from that property (or part of that property) failing to correctly recognise or respond to any data.

*Continued*

26

## What is covered



## What is not covered

Shortages due to error or omission.

Losses not reported to the police.

Loss or damage to pedal cycles while being used for track racing or business purposes.

Loss or damage caused by theft or attempted theft of an unattended pedal cycle unless:

- in a locked building.
- attached by a security device to a permanently fixed structure.

Loss of or damage to 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.

## 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 an equivalent replacement is not available then **your insurer** will pay the full replacement cost of the item;
- An approved supplier may be appointed by **your insurer** to act on their behalf to further validate your claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate;
- Any permanent repairs made by **our** approved suppliers are guaranteed.

## Wear and Tear

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

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

## Matching sets, suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. **Your insurer** will pay **you** for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found we will also pay up to 50% towards the undamaged part of the set or suite of furniture, sanitary ware or bathroom fittings. Where carpeting is damaged beyond repair only the damaged carpet will be replaced; not undamaged carpet in adjoining rooms.

## 4. Other insurance

If 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

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

## 10. The right level of cover

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

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

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

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

**your** claim.

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.

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

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

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

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

- **we** may cancel **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



## General Exclusions

This policy does not cover:

### 1. War

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

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

### 2. Terrorism

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

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

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

### 3. Date change and computer viruses

Any loss, damage or liability arising from:

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

### 4. Sonic Bangs

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

### 5. Radioactivity

Loss, damage or liability which involves:

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

### 6. Pollution or contamination

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

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

### 7. Things that happen gradually

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

### 8. Confiscation

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

### 9. Existing damage

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

### 10. Deliberate Acts

Any 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.

## Important notices

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

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

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

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

### Defective Premises Act 1972

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

### Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

### Dangerous Dogs Act 1991

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





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