

# POLICY TERMS & CONDITIONS



**DISCOUNT:**  
insurance

## TENANTS LIABILITY & CONTENTS INSURANCE

WITH ACCIDENTAL DAMAGE COVER

# Discount Insurance

## Introduction

Thank **you** for choosing to purchase **your** Tenants Liability and Contents Insurance Policy from **us**. This is policy wording sets out **your** insurance protection in detail.

**Your** premium has been based upon the information shown on the insurance certificate and recorded in **your** statement of fact.

This insurance offers a comprehensive cover, legal liability as well as extended options - please refer to **your** insurance certificate and statement of fact for **your** cover level, provided that the conditions under which this policy has been issued are fulfilled. If **you** have any questions, please contact **us** on 0208 847 8000.

**You** must take care not to make a misrepresentation to the insurer. This means that all the answers **you** give and statements **you** make as part of your insurance application, including at renewal and when an amendment to **your** policy is required, should be honest and accurate. If **you** deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

**We** recommend that **you** keep a copy or a record of all information **you** give to **us**.

This insurance has been arranged by **Discount Insurance** and is underwritten by **Ageas Insurance Limited**.

**Discount Insurance** is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909.

**Ageas Insurance Limited** are authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. This can be checked on the FCA's register by visiting their website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0800 111 6768.

## Important note

Please read this policy document carefully and ensure that it meets **your** requirements. If **you** have any query please contact **your** agent or Discount Insurance.

Discount Insurance, 27 Great West Road, Brentford, London, TW8 9BW

Please keep this policy in a safe place **you** may need to refer to it if **you** make a claim.

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## Making a claim

Please refer to the Policy Conditions for reporting claims on page 21 in particular Condition 10.

1. Check that the claim is covered by **your** policy. Each section of the policy tells **you** what is covered and what is not covered. The Basis of Claims Settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.

2. Contact **your** agent or Discount Insurance on 0208 847 8000.

Note: Please have **your** policy number available. If damage is serious in nature, immediate telephone contact is essential as **we** may need to arrange inspection of **your** property by a member of **our** claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay for this service.

3. **We** may be able to settle **your** claim from the information provided in **your** claim form but **we** may require further information, or ask **you** to furnish documentation (e.g. tenancy agreement) in support of **your** claim.
4. It is at **our** option whether **we** replace as new, reinstate, repair or pay a cash alternative. If **you** would prefer a cash alternative, **we** may restrict this to an amount equal to the discounted replacement price **we** would normally pay. This helps **us** in controlling claims costs and ultimately premiums charged.

To report a claim call customer services on 0208 847 8000.

## Our customer-care policy

**We** are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

**We** may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited  
Personal Insurances Claims Centre  
1 Port Way  
Port Solent  
Portsmouth  
Hampshire  
PO6 4TY  
Phone: 0800 161 5195  
E-mail: [claims.director@ageas.co.uk](mailto:claims.director@ageas.co.uk)

For complaints about policy administration and documents, contact Discount Insurance Customer Services at:

Discount Insurance  
27 Great West Road  
Brentford  
London  
TW8 9BW  
Phone: 0208 847 8000  
Fax: 0208 847 8001  
E-mail: [info@discountinsurance.co.uk](mailto:info@discountinsurance.co.uk)

If we are unable to resolve your complaint, please contact the personal lines service manager at:

Ageas Insurance Limited  
60 Spring Gardens  
Manchester  
M60 1HU  
Phone: 0161 834 9888  
Fax: 0844 748 0207  
E-mail: [underwritingcustomerserviceageas.co.uk](mailto:underwritingcustomerserviceageas.co.uk)

**We** promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** again.

## Financial Ombudsman Service

**You** may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent organisation and will review **your** case.

Their address is:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile. **You** can visit the Financial Ombudsman Service website at [www.fos.org.uk](http://www.fos.org.uk)

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

## Regulation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the Financial Conduct Authority website at [www.fca.org.uk](http://www.fca.org.uk), which includes a register of all the firms they regulate. Or **you** can phone them on 0800 111 6768.

## Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS). If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 020 7741 4100.

## Definitions

The following definitions apply to Sections 1, 2 and 3 ONLY.

### Accidental Damage

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Sudden and unexpected damage caused by external means.

### The company/we/us/our

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Ageas Insurance Limited as insurers and Discount Insurance as administrators of **your** policy.

### Insured/you/your

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The person or persons named as policyholder(s) in the certificate.

### Family

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**You, your** domestic partner and other relations who permanently reside with **you**.

### Home

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The house, bungalow or self contained flat/maisonette together with its garages and domestic outbuildings at the address shown in the certificate, used for private residential purposes.

### Bedroom

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A room used as or originally designed and built to be a **bedroom** even if now used for another purpose.

### Contents

What is insured	What is not insured
<ol style="list-style-type: none"><li>Household goods, <b>valuables</b> and belongings, including <b>money</b> up to £750 and <b>credit cards</b> up to £1,000 owned by, or the legal responsibility of <b>you</b> or a member of <b>your family</b> when in <b>your home</b>.</li><li>Tenant's fixtures and fittings.</li><li>Visitors' <b>personal effects</b> up to £2,500 when in <b>your home</b> unless otherwise insured.</li><li>Office equipment and office furniture used by <b>you</b> or <b>your family</b> for business or professional purposes up to £5,000 when in <b>your home</b>, owned by, or the legal responsibility of <b>you</b> or a member of <b>your family</b>, unless otherwise insured.</li></ol>	<ul style="list-style-type: none"><li>Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.</li><li>Swimming pool covers.</li><li>Pets and livestock.</li><li>Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the <b>home</b>.</li><li>Property more specifically insured.</li><li>Bonds, bills of exchange, promissory notes and securities for <b>money</b>.</li><li>Property used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in <b>your home</b>).</li><li>Plants, trees or any growing matter.</li><li>Contact or corneal lenses.</li></ul>

### Buildings

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The **home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic outbuildings, permanent swimming pools, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

### Personal effects

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Personal property which is designed to be worn or carried on or about the person.

### Excess

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The amount of each claim **you** have to pay. If **you** make a claim under more than one section for loss or damage which happens at the same time and by the same cause **we** will deduct only one **excess**.

## **Valuables**

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Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **you** or **your family**.

## **Money**

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Personal **money** held for private purposes by **you** or **your family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and **money** orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

## **Credit cards**

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Credit, cheque, debit, charge or cash cards.

## **Pedal cycle**

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Non-mechanically propelled **pedal cycle**.

## **Tenant**

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**You**, being the occupier of the **home** by virtue of a **tenancy agreement**.

## **Tenancy Agreement**

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The written agreement that sets out **your** obligations as a **tenant** to the landlord.

## **Terrorism**

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For the purpose of the General Policy Exclusion (page 28) an act of **terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

## **Unfurnished**

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Without sufficient furniture and furnishings for normal living purposes.

## **Unoccupied**

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Furnished but has not been permanently lived in by **you** or **your family**, or any other person with **your** permission, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

## **Water table**

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The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.



## Section 1 - Tenants Liability

See definitions Page 6 and Page 7

What is insured	What is not insured
<p><b>We</b> will pay up to the sum insured any amount which <b>you</b> become legally liable to pay as a <b>tenant</b>, under a <b>tenancy agreement</b> for</p> <ol style="list-style-type: none"><li><b>Accidental Damage</b> to the <b>home</b>, its fixtures, fittings, fixed glass in windows, doors, fanlights, solar panels, skylights, fixed sanitary ware, fixed ceramic hobs and your landlord's furniture and furnishings.</li><li>The cost of repair following <b>accidental damage</b> by external means to cables, underground pipes or underground tanks all servicing the <b>home</b>.</li><li>Loss or damage to fixed water pipes and tanks caused by internal stress due to freezing, overheating or excessive water pressure.</li><li>Up to £1,000 in respect of replacement locks for external doors to the <b>buildings</b> if <b>your</b> keys are stolen or lost.</li></ol>	<ul style="list-style-type: none"><li>The <b>excess</b> shown in the certificate</li><li>Any amount in excess of £10,000.</li><li>Damage resulting from corrosion, or normal wear and tear or gradually operating cause</li><li>Loss or damage caused by chewing, scratching, tearing or fouling by your domestic pets</li><li>Loss or damage if the property is lent or sub-let.</li></ul>

### Section 1 - Basis of Claims Settlement

**We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.

### Automatic Reinstatement

The limit shown in the certificate will not be reduced by the amount of any claim unless **we** give written notice to the contrary.

## Section 2 - Contents

See definitions Page 6 and Page 7

What is insured	What is not insured
Loss of or damage to the <b>contents</b> by the following causes:	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage due to any gradually operating cause.</li> </ul>
1 Fire, smoke, explosion, lightning, earthquake	
2 Storm or flood	<ul style="list-style-type: none"> <li>• <b>Contents</b> in the open at the time of any loss or damage.</li> <li>• Loss or damage to <b>contents</b> in basement rooms as a result of a rise in the <b>water table</b>.</li> </ul>
3 Subsidence or heave of the site beneath the <b>buildings</b> , or landslip	<ul style="list-style-type: none"> <li>• Loss or damage caused by:               <ol style="list-style-type: none"> <li>a the normal settlement or bedding down of new structures;</li> <li>b the settlement or movement of made-up ground;</li> <li>c coastal or river erosion; or</li> <li>d defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ol> </li> <li>• Damage resulting from:               <ol style="list-style-type: none"> <li>i demolition, construction, structural alteration or repair to the <b>buildings</b>; or</li> <li>ii groundworks or excavation.</li> </ol> </li> </ul>
4 Riot, civil commotion, strikes, labour disturbances	
5 Malicious acts	<ul style="list-style-type: none"> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage caused by <b>you</b>, or <b>your family</b>, or anyone legally in <b>your home</b>.</li> </ul>
6 Escape of water from a fixed water or heating installation, or plumbed in domestic appliance	<ul style="list-style-type: none"> <li>• Damage to the installation or appliance from which the water escapes.</li> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage caused by subsidence or heave of the site beneath the <b>buildings</b>, or landslip (refer to cause 3 for details of the cover provided by this policy).</li> <li>• Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.</li> <li>• Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.</li> </ul>
7 Impact with the <b>buildings</b> by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> <li>• Loss or damage caused by domestic pets.</li> </ul>

8 Theft or attempted theft	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Loss or damage caused by <b>you</b>, or <b>your family</b>, or anyone legally in <b>your home</b>.</li> <li>Loss or damage whilst the <b>buildings</b> or any part of them are lent, let, sub-let or occupied by anyone other than <b>you</b> or <b>your family</b> except when force and violence are used to gain entry or exit.</li> </ul>
9 Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> <li>Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Damage to the appliance from which the oil escapes.</li> </ul>
10 Falling trees or branches	<ul style="list-style-type: none"> <li>Loss or damage arising from felling, lopping or topping of trees.</li> <li>The cost of the removal of the of the tree or branch <b>unless</b> damage has been caused to the <b>contents</b> by its fall.</li> </ul>
11 Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> <li>Loss or damage arising from erection, dismantling, repair or maintenance.</li> </ul>

## Extensions to Section 2 - Contents

What is insured	What is not insured
<p><b>A Temporary Removal of Contents</b>  <b>We</b> will pay for <b>contents</b> lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the <b>home</b> but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:</p> <p>a up to £5,000 in respect of <b>contents</b> insured whilst in university halls of residence or in student accommodation or otherwise; or</p> <p>b up to 20% of the <b>contents</b> limit shown in the certificate.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate (or £100 in respect of <b>contents</b> whilst in university halls of residence or in student accommodation if greater).</li> <li>Loss or damage in a furniture depository.</li> <li>Loss or damage caused by storm or flood to property not in a building.</li> <li>Loss or damage by theft unless force and violence is used to gain entry to or exit from: <ul style="list-style-type: none"> <li>a a building; or</li> <li>b in the case of halls of residence or student accommodation, a locked room.</li> </ul> </li> </ul>
<p><b>B Rent and Alternative Accommodation</b>  If the <b>home</b> cannot be lived in as a result of loss or damage to the <b>contents</b> insured under section 2 of this policy <b>we</b> will pay:</p> <p>a up to 12 months rent that <b>you</b> are responsible for paying as occupier until the <b>home</b> is again fit to live in;</p> <p>or</p> <p>b the reasonable extra accommodation costs, incurred with <b>our</b> written consent for</p> <ul style="list-style-type: none"> <li><b>you</b>, <b>your family</b>; and</li> <li><b>your</b> domestic pets;</li> </ul> until the <b>home</b> is again fit to live in.	
<p><b>C Deep Freezer Contents</b>  <b>We</b> will pay for food in a domestic deep freezer in the <b>home</b> made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.</p>	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate.</li> <li>Loss due to the deliberate act of the supply authority.</li> <li>Loss if the freezer is more than 10 years old at the date of loss.</li> <li>Any amount in excess of £250.</li> </ul>

<p><b>D Mirrors and Glass</b> We will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Malicious damage caused by <b>you</b>, or <b>your family</b>, or anyone legally in <b>your home</b>.</li> <li>• Damage to ceramic hobs fixed to and forming part of the <b>home</b>.</li> </ul>
<p><b>E Audio and Audio Visual Equipment</b> Accidental damage to: a televisions; b audio and visual equipment; and c home computer and games console equipment; which are owned by <b>you</b> or <b>your family</b>, or for which <b>you</b> are legally responsible.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.</li> <li>• Damage to records, tapes, discs or computer software.</li> <li>• Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.</li> <li>• Damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Wear and tear and depreciation.</li> <li>• Malicious damage caused by <b>you</b>, or <b>your family</b>, or anyone legally in <b>your home</b>.</li> </ul>
<p><b>F Tenants Liability</b> Any amount which <b>you</b> become legally liable to pay as a <b>tenant</b>, and not as an owner of the <b>buildings</b> up to 20% of the contents limit shown in the certificate in respect of damage to the <b>buildings</b> by any of the following causes:</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage caused by <b>you</b> or <b>your family</b>, or anyone legally in <b>your home</b>.</li> <li>• Wet or dry rot</li> <li>• Loss or damage due to any gradually operating cause</li> </ul>
<p>1. Fire, smoke, explosion, lightning or earthquake</p>	
<p>2. Storm or flood</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused: a. by frost, subsidence, heave or landslip; b. to fences and gates</li> <li>• Loss or damage to basement rooms as a result of a rise in the <b>water table</b>.</li> </ul>
<p>3. Subsidence or heave of the site beneath the buildings, or landslip</p>	<ul style="list-style-type: none"> <li>• Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the <b>home</b> is damaged at the same time and by the same cause.</li> <li>• Damage caused by a. the normal settlement or bedding down of new structures; b. the settlement or movement of made-up ground; c. coastal or river erosion; or d. defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> <li>• Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the home are damaged at the same time by the same cause.</li> <li>• Damage which originated prior to inception of this policy.</li> <li>• Damage resulting from: i demolition, construction, structural alteration or repair to the buildings; or ii groundworks or excavation.</li> <li>• Any loss or damage where compensation is provided by contract or legislation.</li> </ul>

4. Riot, civil commotion, strikes, labour disturbances	
5. Malicious acts	
6. Escape of water from, or freezing of water in, a fixed water or heating installation or plumbed in domestic appliance	<ul style="list-style-type: none"> <li>Repairs to tanks, pipes or appliances unless caused by freezing.</li> <li>Loss or damage caused by subsidence or heave of the site beneath the <b>buildings</b>, or landslip (refer to cause 3 for details of the cover provided by this policy)</li> <li>Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on.</li> <li>Loss or damage caused by the failure, or lack of appropriate grout or sealant.</li> </ul>
7. Impact with the <b>buildings</b> by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> <li>Loss or damage caused by domestic pets</li> </ul>
8. Theft or attempted theft	<ul style="list-style-type: none"> <li>Loss or damage whilst the <b>buildings</b> or any part of them are lent, let, sub-let or occupied by anyone other than <b>you</b> or <b>your family</b>, except where there is forcible and violent entry or exit.</li> </ul>
9. Leakage of oil from any fixed heating installation	
10. Falling trees or branches	<ul style="list-style-type: none"> <li>Loss or damage to gates or fences</li> <li>The cost of the removal of the tree or branch unless damage has been caused to the <b>buildings</b> by its fall</li> <li>Damage caused by felling, lopping or topping of trees.</li> </ul>
11. Falling television or radio aerials, aerial fittings, satellite dishes or masts	<ul style="list-style-type: none"> <li>Loss or damage to the aerials, aerial fittings, satellite dishes or masts.</li> </ul>
<b>G Contents in the Garden</b> <b>We</b> will pay up to £1,000 for loss or damage by causes 1-11 of section 2 for <b>contents</b> in the open within the boundaries of <b>your home</b> . This includes cover for flowers, plants, shrubs or trees in pots or containers.	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate.</li> <li>Flowers, plants, shrubs, trees and any growing matter not in pots or containers.</li> <li>Loss or damage caused after the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Loss or damage caused by storm or flood.</li> </ul>
<b>H Loss of Oil and Metered Water</b> <b>We</b> will pay up to £1,500 for: <ul style="list-style-type: none"> <li>a the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation; and</li> <li>b additional metered water charges incurred by <b>you</b> and resulting from any of the causes 1-11 of section 2 of this policy.</li> </ul>	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate.</li> <li>Loss otherwise shown as not <b>insured</b> under section 2 of this policy.</li> <li>Loss if the <b>buildings</b> have been left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>Accidental loss of metered water costs recovered from the responsible water authority.</li> </ul>
<b>I Reinstatement of Title Deeds</b> <b>We</b> will pay up to £2,500 in respect of the replacement of title deeds to <b>your home</b> if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in <b>your home</b> or lodged with <b>your</b> solicitor, bank or building society.	<ul style="list-style-type: none"> <li>The <b>excess</b> shown in the certificate.</li> <li>Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, domestic pets, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.</li> </ul>

<p><b>J Public and Personal Liability</b>  <b>We</b> will pay for damages and claimants' costs and expenses which <b>you</b> or any member of <b>your family</b> become legally liable to pay for accidental:</p> <ul style="list-style-type: none"> <li>a death of any person;</li> <li>b bodily injury to any person;</li> <li>c illness or disease of any person; or</li> <li>d damage to material property;</li> </ul> <p>up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> <li>• any one claim; or</li> <li>• series of claims;</li> </ul> <p>made against <b>you</b> or a member of <b>your family</b> arising out of any one event, occurring during the period of insurance and incurred:</p> <ul style="list-style-type: none"> <li>i solely as occupiers, (but not owners) of the <b>home</b> or the land belonging to the <b>home</b>; or</li> <li>ii in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.</li> </ul> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> written consent in the defence of any claim made against <b>you</b> or <b>your family</b>.</p> <p><b>We</b> reserve the right to withdraw <b>our</b> support in the defence of any claim if <b>we</b> decide the prospect of success of any judgement or potential judgement are insufficient to justify <b>our</b> continuing support.</p>	<ul style="list-style-type: none"> <li>• Death, bodily injury, illness or disease to any member of <b>your family</b> or domestic employee.</li> <li>• Loss or damage to property owned by, or in the custody or control of, <b>you</b> or any member of <b>your family</b> or any person permanently residing with <b>you</b>.</li> <li>• Liability arising directly or indirectly from the transmission of any communicable disease or virus by <b>you</b> or any member of <b>your family</b>.</li> <li>• Liability arising directly or indirectly as a result of a criminal act by <b>you</b> or any member of <b>your family</b>.</li> <li>• Any agreement unless <b>you</b> would have been liable had the agreement not been made.</li> <li>• The ownership, use or possession of any: <ul style="list-style-type: none"> <li>i lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft);</li> <li>ii mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs);</li> <li>iii animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or</li> <li>iv firearms, other than properly licensed shotguns.</li> </ul> </li> <li>• Any profession, business or employment.</li> <li>• Any claim or other proceedings against <b>you</b> or <b>your family</b> lodged or prosecuted in a court outside the United Kingdom.</li> <li>• Liability if <b>you</b> have any other insurance policy that covers the same loss.</li> <li>• Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the <b>home</b>.</li> </ul>
<p><b>K Reverse Liability</b>  <b>We</b> will pay all sums which <b>you</b> have been awarded in any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which have not been paid within three months of the award provided that:</p> <ul style="list-style-type: none"> <li>a if the position of <b>you</b> and the responsible party had been reversed, <b>you</b> would have been entitled to indemnity under extension K, subject to the limit of indemnity under extension K;</li> <li>b the liability giving rise to the court award occurs during the period of insurance; and</li> <li>c <b>You</b> agree to allow <b>us</b> to enforce any rights or remedies which <b>we</b> will become entitled to upon making payment.</li> </ul>	<ul style="list-style-type: none"> <li>• Any amount whilst any appeal is pending.</li> </ul>

<p><b>L Accidents to Domestic Employees</b>  <b>We</b> will pay for damages and claimants' costs and expenses which <b>you</b> or a member of <b>your family</b> become legally liable to pay as compensation for accidental:</p> <ul style="list-style-type: none"> <li>a death of;</li> <li>b bodily injury to; or</li> <li>c illness or disease of;</li> </ul> <p>any domestic employee in connection with:</p> <ul style="list-style-type: none"> <li>a any one claim; or</li> <li>b series of claims;</li> </ul> <p>made against <b>you</b> or <b>your family</b> arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> written consent in the defence of any claim made against <b>you</b> or <b>your family</b>.</p> <p>The most <b>we</b> will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any legal costs and expenses.</p>	<ul style="list-style-type: none"> <li>• Liability arising directly or indirectly from the transmission of any communicable disease or virus by <b>you</b> or any member of <b>your family</b>.</li> <li>• Any agreement unless <b>you</b> would have been liable had the agreement not been made.</li> <li>• Any claim or other proceedings against <b>you</b> or <b>your family</b> lodged or prosecuted in a court outside the United Kingdom.</li> <li>• Liability arising from any business or profession</li> <li>• Liability for death of, bodily injury to, or illness or disease of any member of <b>your family</b>.</li> <li>• Liability for which compulsory insurance or security is required by any road traffic legislation.</li> </ul>
<p><b>M Fatal Accident</b>  <b>We</b> will pay £5,000 if <b>you</b> or <b>your</b> partner die, either separately or together, as a result of an injury in the <b>home</b> caused by fire or an assault by intruders, within 90 days of the incident.</p>	
<p><b>N Household Removals</b>  Accidental damage to <b>contents</b> whilst in transit by professional removal contractors from the <b>home</b> to <b>your</b> new permanent <b>home</b> within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• <b>Valuables</b> and <b>money</b>.</li> <li>• Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.</li> <li>• Any loss or damage not notified to the removal contractors within 7 days of the removal to <b>your</b> new permanent <b>home</b>.</li> </ul>
<p><b>O Shopping in Transit</b>  <b>We</b> will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to <b>your home</b>.</p>	<ul style="list-style-type: none"> <li>• Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.</li> </ul>
<p><b>P Audio or Visual Downloads</b>  <b>We</b> will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of section 2 of this policy.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> </ul>
<p><b>Q Weddings, Birthdays and Christmas</b>  The <b>contents</b> limit shown in the certificate will be automatically increased by:</p> <ul style="list-style-type: none"> <li>a 10% during the month of December;</li> <li>b 10% for 30 days before and after <b>your</b> wedding day;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>c 10% for 7 days after <b>your</b> birthday;</li> </ul> <p>to cover christmas, wedding or birthday gifts.</p>	

## Optional Extensions to Section 2 - Contents

What is insured	What is not insured
<p>A <b>Accidental damage to contents</b> when in <b>your home</b></p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Clothing (including furs), <b>money, credit cards</b>, contact and corneal lenses, and food.</li> <li>• Loss or damage if the <b>buildings</b> are lent, let or sub-let in whole or in part, or are left <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration.</li> <li>• Damage caused by domestic pets.</li> <li>• Damage caused by mechanical or electrical fault or breakdown or misuse.</li> <li>• Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.</li> <li>• Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured.</li> <li>• Confiscation or detention.</li> </ul>

### Section 2 – Basis of Claims Settlement

- a **We** will pay up to the **contents** limit shown in the certificate for the full cost of replacing as new (or at **our** option **we** will replace as new) reinstating or repairing the lost or damaged **contents** with a deduction for wear and tear made only in respect of clothing, household linen and **pedal cycles**.
- b The maximum amount **we** will pay in respect of any one loss for **valuables** is 40% of the **contents** limit shown in the certificate.
- c The maximum amount **we** will pay for any valuable item is £2,500, unless specifically insured.
- d The maximum amount that **we** will pay in respect of any one loss under section 2 of this policy is the **contents** limit stated in the certificate for section 2.
- e If at the time of any loss or damage the total cost of replacing all of the **contents** as new, less an allowance for wear and tear for clothing, household linen and **pedal cycles**, is greater than the **contents** limit shown in the certificate, **we** will pay only that proportion of the loss which the **contents** limit bears to the replacement cost.
- f **We** will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- g In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered. In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered
- h Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- i The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

### Automatic Reinstatement

The **contents** limit shown in the certificate will not be reduced by the amount of any claim unless **we** give written notice to the contrary.



## Section 3 - Extra Protection

See definitions Page 6 and Page 7

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

### A Unspecified Articles, Personal Money and Credit Cards

What is insured	What is not insured
Accidental loss or damage to unspecified articles comprising:	
<p>a Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, laptops, tablet computers, MP3 players, <b>pedal cycles</b> and other portable <b>personal effects</b> up to a limit of £1,500 any one item.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Any loss or damage to contact or corneal lenses.</li> <li>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</li> <li>• Documents or securities.</li> <li>• Household goods, foodstuffs and domestic appliances.</li> <li>• Property more specifically insured.</li> <li>• Sports equipment whilst in use.</li> <li>• Equipment used for winter sports, water sports and camping.</li> <li>• Collections of stamps, coins and medals.</li> <li>• Televisions, audio and audio visual equipment.</li> <li>• Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.</li> <li>• Tools or instruments used or held for business or professional purposes.</li> <li>• Loss listed under What is not insured by Section 3.</li> </ul>
<p>b Personal <b>money</b> and <b>credit cards</b>. Loss of <b>money</b> belonging to <b>you</b> or <b>your family</b> up to £750 any one loss. <b>Money</b> comprising personal <b>money</b> held for private purposes by <b>you</b> or <b>your family</b> including bank notes used as legal tender, postal stamps (not in a collection), postal and <b>money</b> orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets, and gift tokens.</p>	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Depreciation in the value of <b>money</b>.</li> <li>• Loss of <b>money</b> caused by accounting errors or omissions.</li> <li>• Loss of <b>money</b> not reported to the police within 24 hours of discovery of loss.</li> <li>• Loss of <b>money</b> held for business or professional purposes.</li> <li>• Loss listed under What is not insured by Section 3.</li> </ul>

**Your** liability under the terms of the personal **credit cards** including cheque, debit, charge or cash cards, issued in the British Isles to **you** or **your family**, up to a maximum of £1,000 any one loss.

- The **excess** shown in the certificate.
- Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- Losses not reported to the police within 24 hours of discovery of loss.
- Any loss as a result of unauthorised use by a member of **your family** or a person residing with you.
- Loss listed under What is not insured by Section 3.
- Loss caused by accounting errors or omissions.
- Depreciation in value.

## B Specified Articles

What is insured	What is not insured
Loss or damage to articles specified in the Appendix to Section 3 in the certificate	<ul style="list-style-type: none"> <li>• The <b>excess</b> shown in the certificate.</li> <li>• Loss or damage listed under What is not insured by Section 3.</li> <li>• Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.</li> <li>• Sports equipment whilst in use.</li> <li>• Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.</li> </ul>

## Section 3 – Basis of Claims Settlement

- We** will pay up to the sum insured (subject to any limits) shown in **your** certificate for the cost of replacing as new (or at **our** option **we** will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and **pedal cycles**.
- In the event of loss or damage to any article forming part of a pair or set, **we** will not pay more than the value of the individual article lost or damaged.
- In the event of a claim under this policy **we** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.  
In the event of loss of or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **we** will pay for any one loss is £75 in respect of these items.
- Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- In respect of articles specified in section 3B in the event of the sum insured being insufficient to cover the full value of the article **we** reserve the right to reduce the amount of any claim payment.

### What is not insured by Section 3

- a Electrical, electronic or mechanical breakdown or derangement.
- b Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- c Damage to watches and clocks caused by overwinding.
- d Loss of or damage:
  - i by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
  - ii to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **you** or a member of **your family**);
  - iii arising from confiscation or detention by customs or other officials;
  - iv to musical instruments in respect of loss of tone or replacement of strings or drum skins; or
  - v caused by domestic pets.
- e Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- f Theft of unattended **pedal cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- g Loss or damage
  - i To any **pedal cycles** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
  - ii To tyres and accessories of any **pedal cycles** unless the **pedal cycles** is lost or damaged at the same time.

## Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

**Your** insurance adviser will have their own uses for **your** personal data. Please ask **your** insurance adviser if **you** would like more information about how they use **your** personal information.

### Collecting your information

**We** collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information) such as details regarding **your** health.

**We** also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your** policy such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** information about someone else, **you** would have confirmed that **you** have their permission to do so.

### Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

**We** will only keep **your** information for as long as necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full privacy Policy for more information.

### Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

### Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of your personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

#### **Text for Notice to Policyholders**

**We** have updated **our** Privacy Policy to incorporate changes in the way **we** collect, store and process **your** data and who **we** may share this with. Please refer to the Privacy Notice in your policy wording. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

#### **Text for Proposal Forms, Questionnaires**

For details of how **we** collect, use and store **your** personal data – please refer to the Privacy Notice in **your** policy wording. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

## Policy Conditions

### 1 Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with **you** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

### 2 Your duty to prevent loss or damage

- a **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

### 3 Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided they fulfil the terms of the policy.

### 4 Changes in circumstances

**You** must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a If **you** change address or the number of **bedrooms** is increased.
- b **You** or **your family** being convicted of a criminal offence (other than driving offences).
- c If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d If the sums insured shown in the certificate are not adequate.
- e A change in occupancy or use of the **home** address.

### 5 Cancellation

**We** may cancel this policy by giving **you** 21 days notice by letter at **your** last known address. If **we** cancel the policy **we** will refund premium paid for the unexpired period of insurance. Notice given to **you** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy.

### 6 Cooling-off period

If **you** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **you** or **your family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **we** will refund any premium **you** have paid.

### 7 Fraudulent claims

**We** will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

### 8 Arbitration

Where **we** have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

### 9 Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

### 10 Notification of a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **your** own expense, provide **us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **you** or **your family** in connection with a possible claim must be sent to **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

### **11 Company's rights after a claim**

**We** or **our** representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

### **12 Payment of Premium**

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due.

Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

### **13 Payment of Claims**

The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **our** maximum liability shall not thereby be increased above the amount that would have been payable if **you** were the only person or entity that was entitled to contractual rights under the policy. Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **we** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

### **14 Law Applicable to the Policy**

**You** and **the company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply

## General Policy Exclusions

### What is not insured by this policy

- 1 Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
  - a ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M);
  - b war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;  
This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
  - c pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2 Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
- 3 Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family** or anyone legally in **your home**.
- 4 Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.  
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5
  - a Direct or indirect loss, damage, derangement or malfunction of any **insured** item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
    - i a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
    - ii computer viruses.
  - b Legal expenses or legal benefits or liability arising from (a) above.

### Except

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 2 **contents** of this policy.

- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 2(M).
- 7 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
- 8 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.



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