

ADRIANFLUX

Unoccupied Home
Insurance Policy

0344 381 6505

adrianflux.co.uk

This is your Unoccupied Property Insurance policy document.

If you have any questions about your policy or documents, please contact Adrian Flux Insurance Services who will be pleased to help you.

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The contract of insurance

This policy has been arranged by Adrian Flux Insurance Services and the insurance is underwritten by HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London, EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

This is to certify that the insurer in consideration of the premium specified on the **schedule** agrees to indemnify the insured in respect of cover detailed within this policy.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

The Unoccupied Insurance Policy wording, **schedule** and any **endorsements** are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the policy are in force and contain details of the cover. All the documents should be read carefully, paying particular attention to the General Exclusions and General Conditions which apply to the whole policy.

This policy sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

This contract is written in English and all communications about it will be in English. Unless we have agreed otherwise, this insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

The 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. However, this does not affect any other rights they may have.

Data Protection

We and Adrian Flux Insurance Services are data controllers in common in respect of any personal information **you** or a third party have provided in relation to this insurance and both respect **your** right to privacy.

We explain below who **we** are, how **we** collect, share and use personal information about **you**, and how **you** can exercise **your** privacy rights.

We may collect **your** personal information such as name, email address, postal address, telephone number, gender and date of birth. **We** need the personal information to enter into and perform a contract with **you**. **We** retain personal information **we** collect from **you** where **we** have an ongoing legitimate business need to do so.

We may disclose **your** personal information to:

- **our** group companies;
- third party services providers and partners who provide data processing services to **us** or who otherwise process personal information for purposes that are described in the Privacy Policy or notified to **you** when **your** personal information is collected;
- any competent law enforcement body, regulatory, government agency, court or other third party where **we** believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect **your** interests or those of any other person;
- a potential buyer (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of **our** business, provided that it informs the buyer it must use **your** personal information only for the purposes disclosed in **our** Privacy Policy; or
- any other person with your consent to the disclosure.

You personal information may be transferred to, and processed in, countries other than the country in which **you** are a resident. These countries may have data protection laws that are different to the laws of **your** country. **We** transfer data within the Tokio Marine group of companies by virtue of its Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that is collected and processed about **you**. The measures **we** use are designed to provide a level of security appropriate to the risk of processing **your** personal information.

You are entitled to know what data is held on **you** and to make what is referred to as a Data Subject Access Request ('DSAR'). **You** are also entitled to request that **your** data be corrected in order that **we** hold accurate records. In certain circumstances, **you** have other data protection rights such as that of requesting deletion, objecting to processing, restricting processing and in some cases requesting portability. Further information on **your** rights is included in the Privacy Policy.

You can opt-out of marketing communications sent to **you** by **us** at any time. **You** can exercise this right by clicking on the "unsubscribe" or "opt-out" link in the marketing e-mails sent to **you**. Similarly, if **we** have collected and processed personal information with **your** consent, then **you** can withdraw **your** consent at any time. Withdrawing consent will not affect the lawfulness of any processing **we** conducted prior to **your** consent withdrawal, nor will it affect processing of **your** personal information conducted in reliance on lawful processing grounds other than consent. **You** have the right to complain to a data protection authority about **our** collection and use of **your** personal information.

If further information is required as to how data is processed by **us**, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on **our** website at <https://www.tmhcc.com/en/legal/privacy-policy>.

or contact:

The Data Protection Officer
TMHCC, 1 Aldgate, London, EC3N 1RE
DPO@tmhcc.com

If information is required as to how data is processed by Adrian Flux Insurance Services, or as to the exercise of any rights under any data privacy laws, **you** should read the Data Protection Policy on its website at <https://www.adrianflux.co.uk/corporate/privacy/>

or contact:

Data Protection Officer,
Adrian Flux Insurance Services, East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN
dpo@adrianflux.co.uk

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Signed for and on behalf of HCC International Insurance Company plc



Gerry Bucke
Adrian Flux Insurance Services

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the **schedule** and **endorsements**. These words are highlighted by the use of bold print.

Buildings

The structure of the **private residence**, garages and outbuildings (but not a caravan or mobile home), greenhouses and sheds all on the same site and used for domestic purposes, including central heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates, and landlord's fixtures and fittings.

The **private residence** (unless shown differently on the **schedule**) must be built of brick, stone or concrete (but not prefabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the **schedule**, no more than 30% of the roof area may be flat and covered with felt.

Contents

Household goods, furniture, carpets, curtains and domestic appliances all of which belong to **you** or for which **you** are legally responsible.

Contents does not include:

- Money, credit or debit cards, cheques, traveller's cheques, postal or money orders, postage stamps, premium bonds, gift vouchers or tokens, travel tickets, phone cards and luncheon vouchers.
- Securities (financial certificates such as shares and bonds), deeds, bills of exchange, promissory notes, documents and manuscripts.
- Stamp, coin or other collections.
- Items of gold, silver, jewellery, watches, photographic equipment, pictures or works of art.
- Property kept in the open.
- Motor vehicles, caravans, trailers, watercraft, aircraft (including drones) or any parts or accessories for these items.
- Any property connected with a business, profession or trade.

Endorsement(s)

A change in the terms and conditions of this insurance agreed by **you** and **us**. **Endorsements** which apply to **your** insurance (if any) will be shown in **your schedule**.

Heave

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

Landslip

Downward movement of sloping ground.

Period of insurance

The length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept **your** premium, or until cancelled.

Premises

The address which is shown as the Insured Address in **your schedule**.

Private residence

The living accommodation at the address shown on the **schedule**.

Schedule

The document showing **your name**, the **premises**, the amounts insured, the **period of insurance** and the sections of this insurance which apply.

Settlement

Downward movement as a result of the ground being compressed by the weight of the **buildings** within 10 years of construction.

Definitions (continued)

Subsidence

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.

We, us, our

The insurer providing **Your** cover, HCC International Insurance Company plc, trading as Tokio Marine HCC

You, your

The person or people named on the **schedule**.

Section one: Buildings

The **schedule** will show if this cover applies.

What is covered	What is not covered
<p>Insured events</p> <p>Loss or damage to your buildings during the period of insurance caused by the following events:</p>	<p>The first £250 of every claim except for Insured events 13 and 14.</p>
1 Fire and smoke.	
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Collision with aircraft and other flying objects or anything dropped from them.	
6 Riot, civil commotion, strikes and labour or political disturbances.	
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> • Loss or damage caused by pets. • Loss or damage caused to: <ul style="list-style-type: none"> – paths or drives by the weight of any vehicle; or – roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	<ul style="list-style-type: none"> • Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
9 Falling trees or branches, telegraph poles or lampposts including the cost of removing fallen trees or branches if the buildings have been damaged at the same time.	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – to hedges, fences and gates; or – caused by cutting down or trimming trees or branches.

Section one: Buildings (continued)

What is covered	What is not covered
<p>10 Theft or attempted theft.</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – caused by anyone lawfully on the premises; – unless there has been a forced and violent entry or exit into or out of the buildings.
<p>11 Malicious acts or vandalism.</p>	<ul style="list-style-type: none"> • Loss or damage caused by anyone lawfully on the premises.
<p>12 Flood.</p>	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – frost; – subsidence, heave or landslip other than as covered under number 14 of section one, if applicable; or – rising ground water levels. • Loss or damage to: <ul style="list-style-type: none"> – fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates; or – radio or television aerials, fixed satellite dishes, their fittings or masts.
<p>13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.</p>	<ul style="list-style-type: none"> • The first £500 of every claim unless stated otherwise in the schedule. • Loss or damage caused by: <ul style="list-style-type: none"> – subsidence, heave or landslip other than as covered under number 14 of section one, if applicable; or – faulty workmanship; – chemicals or a chemical reaction; or – the escape of water from guttering, rainwater downpipes, roof valleys and gullies. • Loss or damage: <ul style="list-style-type: none"> – to fixed domestic oil tanks, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas; – to the installation itself; or – if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. • Loss or damage unless during the period from 1st November to 31st March all mains supplies are turned off and the water and central heating systems are drained or the central heating system is kept running to maintain a constant temperature of 15 degrees centigrade throughout the private residence.



Section one: Buildings (continued)

What is covered

- 14 **Subsidence** or **heave** of the site on which **your buildings** stand, or **landslip**.

What is not covered

- The first £1,000 of every claim unless stated otherwise in the **schedule**.
- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, expanding or shrinking;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - normal **settlement**, or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the **private residence** is damaged at the same time and by the same cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause; or
 - **your buildings** if the loss or damage is covered by law or the National House Building Council Scheme, or other similar guarantee.

- 15 Storm.

- Loss or damage caused by:
 - frost;
 - **subsidence, heave or landslip** other than as covered under number 14 of section one, if applicable; or
 - rising ground water levels.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates; or
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

Extra benefits included with buildings

We will also cover the following.

<p>What is covered</p>	<p>What is not covered</p>
<p>1 Selling the private residence</p> <p>If you sell the private residence, from the date you exchange contracts, we will give the buyer the benefit of Section one: Buildings until the sale is completed, as long as this is within the period of insurance.</p>	<ul style="list-style-type: none"> • Any claim for loss or damage to your buildings if the buyer is insured under any other insurance.
<p>2 Building fees and the cost of removing debris</p> <p>After a claim, which is covered by an insured event under Section one: Buildings, we will pay the following expenses or losses we have agreed to:</p> <ul style="list-style-type: none"> • The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild your buildings. • The cost of removing debris and demolishing or supporting parts of your buildings which have been damaged, to make the site safe. • The extra costs of rebuilding or repairing the damaged parts of your buildings to meet any regulations or laws set by Acts of Parliament or local authorities. 	<ul style="list-style-type: none"> • Any costs: <ul style="list-style-type: none"> – for preparing a claim; – which relate to undamaged parts of your buildings, except the foundations of the damaged parts of your buildings; – involved in meeting regulations and laws if notice was served on you before the loss or damage happened; or – for making the site stable. • Any amount over 12.5% of the sum insured for buildings for any one claim.
<p>3 Metered water</p> <p>Accidental leakage of metered water caused by an insured event under Section one: Buildings.</p> <p>Up to £500 in any period of insurance for charges you have to pay to your water provider.</p>	

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed or make a payment in respect of the damaged parts if:

- the sum insured is enough to rebuild **your buildings**;
- the repair or rebuilding is carried out as soon as possible after **we** give **our** approval (other than emergency repairs, which should be carried out without delay); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **private residence** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

Sum insured

The most **we** will pay under Section one: Buildings is the sum insured for **buildings** shown on the **schedule** and adjusted in line with index linking. This includes the extra expenses and fees listed under Extra benefit 2 (Building fees and the cost of removing debris) in Section one: Buildings.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion.

For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out without delay.

We will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Section two: Contents

The **schedule** will show if this cover applies.

What is covered	What is not covered
<p>Insured events</p> <p>Loss or damage to your contents during the period of insurance caused by the following events:</p>	<p>The first £250 of every claim except for Insured event 13.</p>
1 Fire and smoke.	
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Collision with aircraft and other flying objects or anything dropped from them.	
6 Riot, civil commotion, strikes and labour or political disturbances.	
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> • Loss or damage caused by pets.
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
9 Falling trees or branches, telegraph poles or lampposts.	<ul style="list-style-type: none"> • Loss or damage caused by cutting down or trimming trees or branches.
<p>10 Theft or attempted theft.</p> <p>The most we will pay for loss or damage from any garage or outbuilding is £1,500.</p>	<ul style="list-style-type: none"> • Loss or damage: <ul style="list-style-type: none"> – caused by anyone lawfully on the premises; – unless there has been a forced and violent entry or exit into or out of the buildings.
11 Malicious acts or vandalism.	<ul style="list-style-type: none"> • Loss or damage caused by anyone lawfully on the premises.
12 Flood.	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – frost; or – rising ground water levels.

Section two: Contents (continued)

What is covered	What is not covered
<p>13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.</p>	<ul style="list-style-type: none"> • The first £500 of every claim unless stated otherwise in the schedule. • The cost of the water or oil (unless covered elsewhere in this policy) • Loss or damage caused by: <ul style="list-style-type: none"> – faulty workmanship; – the escape of water from guttering, rainwater down pipes, roof valleys and gullies. • Loss or damage: <ul style="list-style-type: none"> – to free-standing, hot tubs, jacuzzis or spas; – to the installation itself; – if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. • Loss or damage unless during the period from 1st November to 31st March all mains supplies are turned off and the water and central heating systems are drained or the central heating system is kept running to maintain a constant temperature of 15 degrees centigrade throughout the private residence.
<p>14 Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – coastal or river erosion; – new structures bedding down, expanding or shrinking; – normal settlement; – newly made up (surfaced) ground settling; – faulty design, workmanship or materials; – construction work or repairing, demolishing or altering your buildings; or – solid floors moving, unless the foundations beneath the supporting walls of the private residence are damaged at the same time and by the same cause.
<p>15 Storm.</p>	<ul style="list-style-type: none"> • Loss or damage caused by: <ul style="list-style-type: none"> – frost; or – rising ground water levels.

Settling claims

Basis of settling claims

For any item of **contents** that is lost or damaged **we** will at **our** option –

- replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if we can repair or replace the item or part but agree to **your** request to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

We will take off an amount for wear and tear for clothing and household linen.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

Sum insured

The most **we** will pay under Section two: Contents is the sum insured for **contents** shown on the **schedule**, plus any index linking.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **you** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out without delay.

We will not make a charge for index linking during the **period of insurance**. However, each time **you** renew **your** insurance, **we** will work out a new premium for the adjusted sum insured.

Section three: Liability

Where Section one: Buildings is shown as covered in the **schedule**, the insurance will include **your** liability as owner of the **private residence** and **your** liability as owner of a previous private residence.

Where Section two: Contents is shown as covered in the **schedule**, the insurance will include **your** liability as occupier of the **private residence** and **your** liability for accidents to domestic employees.

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as the owner or occupier

We will insure **your** liability as owner or occupier to pay for accidents happening in and around the **private residence** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

- **You** are not covered for liability arising:
 - other than as owner or occupier of the **private residence**;
 - from any agreement or contract unless **you** would have been legally liable anyway;
 - from criminal acts;
 - as a result of an assault, alleged assault or a deliberate or malicious act;
 - from owning or occupying any land or buildings other than the **private residence**;
 - where **you** are entitled to cover from another source;
 - from any profession, trade or business;
 - from paragliding or parascending;
 - from any infectious disease or condition; or
 - from **you** owning or using any:
 - . power-operated lift;
 - . electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - . aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - . caravans or trailers;
 - . animals other than **your** pets;

Section three: Liability (continued)

What is covered

Liability as the owner or occupier (continued)

What is not covered

- **You** are not covered for liability arising:
 - from **you** owning or using any:
 - . animals of a dangerous species and livestock as defined in the Animals Act 1971* (other than horses used for private hacking); or
 - . dogs listed under the Dangerous Dogs Act 1991** or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.
- **You** are not covered for liability arising from the following.
 - Liquidated damages
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.
 - Punitive or exemplary damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
 - Aggravated damages
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
 - Multiplying compensatory damages
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

*Animals Act 1971

People who keep animals whether dangerous or non-dangerous are under a duty of care to prevent harm to other people by their animals. The Animals Act 1971 makes provision with respect to civil liability for damage done by animals and provides a distinction between dangerous and non-dangerous species. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

****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 by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Section three: Liability (continued)

What is covered

Liability as the owner of previous private residences

We will insure **your** liability under Section 3 of the Defective Premises Act 1972* or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous private residence which **you** occupied, for accidents happening in and around that private residence, which result in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the **private residence**.

We will pay up to £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

You are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or the **private residence** was sold;
- from any cause for which **you** are entitled to cover under another source;
- from the cost of correcting any fault or alleged fault; or
- where a more recent insurance covers the liability.

- Bodily injury arising from any infectious disease or condition.

*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 the 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 (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

General exclusions

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to or arising from the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution and any similar event.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind. **We** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.
- 9 Biological or chemical contamination due to or arising from:
 - terrorism; or
 - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
 - putting the public or any section of the public in fear
- if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational) or similar nature.

- 10 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you**, **your** family, guests, tenants or employees.

General exclusions (continued)

- 11 The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the **buildings**. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the property, including where **you** are working in **your** capacity as a professional tradesman.

Cyber Exclusion

We will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices.

Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

This means **we** will not provide any cover for Sanctioned Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, United Kingdom or United States of America. **We** will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, United Kingdom or United States of America.

General conditions

The following conditions apply to the whole of your insurance.

1 Reasonable care

You or an authorised person must inspect the inside and outside of the **private residence** at least once every 30 days.

You must take all reasonable care to prevent bodily injury; loss, damage, injury or accidents to the property; and maintain the **buildings** and **contents** in a good state of repair. If legal proceedings are under way, **you** must tell **us** without delay (See 'Making a Claim' section within this document) and take all reasonable steps to reduce the costs of these proceedings.

All security devices at the **private residence** must be maintained in good order throughout the **period of insurance** and be in use at all times when the property is left unattended.

2 Changes to your cover

You must tell Adrian Flux without delay about any change in the information given to **us** which is relevant to this insurance.

If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell Adrian Flux about the following if **you**:

- plan to carry out building works at the **private residence**;
- change how the **private residence** is used (for example if it becomes occupied by tenants or is used for business);
- are convicted or have a prosecution pending for any offence (other than motoring);
- change **your** address.

We have the right to cancel the policy or change any terms and conditions of this insurance when **you** tell **us** about a change. **We** may also adjust the premium if necessary.

3 Claims

When there is a claim or possible claim, **you** must tell **us** (See 'Making a Claim' section within this document) as soon as possible.

For loss or damage claims:

- **We** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.
- **You** must tell the Police without delay if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims:

- **You** must send **us** (See 'Making a Claim' section within this document) any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
- Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

General conditions (continued)

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

5 Fraudulent claims

If **you** make a fraudulent claim under this insurance contract, then **we**:

- a) are not liable to pay the claim; and
- b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- c) may by notice to **you** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under clause c) above:

- **we** will not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- **we** need not return any of the premiums paid.

6 Disagreement over the amount of the claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to.

When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

7 Cancellation

You may cancel the insurance by contacting Adrian Flux within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will return any premium **you** have paid providing **you** have not made a claim.

You may cancel this insurance after the first 14 days, by contacting Adrian Flux. **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **you** cancel this insurance outside the 14 day cooling off period, there will be an additional charge of £25, to cover the administrative cost of providing the insurance.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

General conditions (continued)

We can cancel this insurance by giving **you** 14 days notice in writing where there is a valid reason for doing so. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim). **We** will send **our** cancellation letter to the address shown on the **schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment within 14 days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 7 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.
- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **we** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

9 More than one private residence

Each **private residence** covered by this insurance will be insured as though a separate document applies to each.

10 Compliance with policy terms

Cover under this insurance only applies if **you** or anyone entitled to benefit under this policy has kept to all terms, conditions and **endorsements** that apply.

11 Your duty to provide accurate information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:

- refuse to pay any claim or claims, if **your** carelessness causes **us** to provide **you** with insurance cover which **we** would not otherwise have offered; or
- only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that **you** deliberately or recklessly provided **us** with false information we may:

- treat this insurance as if it never existed;
- decline all claims; and
- retain the premium.

Making a claim

To make a claim, please contact:

Adjusting Associates
Telephone: 01443 229513
Facsimile: 01443 229995
Email: claims@adjustingassociates.com

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to:

Adjusting Associates
Units 1 & 2, Ground Floor
Magden Park
Llantrisant
Rhondda Cynon Taff
CF72 8XT

Adjusting Associates handle claims on behalf of HCC International Insurance Company plc. Professional staff are available to assist **you** whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim.

Alternatively, if **you** prefer, please contact Adrian Flux Insurance Services on 0344 381 6505.

To enable **your** claim to be dealt with quickly, Adjusting Associates will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

Complaints Procedure

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your** policy or the handling of a claim **you** should in the first instance contact the business which sold **you your** policy using the contact details below who will try to resolve **your** complaint within three working days:

Adrian Flux Insurance Services,
East Winch Hall, East Winch,
King's Lynn,
Norfolk PE32 1HN
Tel: 0344 381 6505
Email: customer.relations@adrianflux.co.uk

After three working days, in the event that **you** remain dissatisfied, your complaint will be passed to your insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

By post: Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE
By email: tmhcccomplaints@tmhcc.com
By telephone: +44(0)20 7702 4700

Your insurers' complaints team will acknowledge **your** complaint promptly and respond fully to **your** concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to **you** to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve **your** complaint in eight weeks, they will write to **you** explaining the reason as to why this has not been possible. They will also advise **you** of **your** right to refer **your** complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from "fixed lines" in the UK)
+44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
Email: complaint.info@financial-ombudsman.org.uk.

You can find more information on the FOS at www.financial-ombudsman.org.uk.

Online Dispute Resolution Platform

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) **you** may also make **your** complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.



0344 381 6505

adrianflux.co.uk

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