# ADRIAN**FLUX**Home Insurance

This is your Home 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 Home 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 <u>competent law enforcement body, regulatory, government agency, court or other third party</u> 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 <u>potential buyer</u> (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.

**Your** 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 <a href="https://www.tmhcc.com/en/legal/privacy-policy">https://www.tmhcc.com/en/legal/privacy-policy</a>.

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 <a href="https://www.adrianflux.co.uk/corporate/privacy/">https://www.adrianflux.co.uk/corporate/privacy/</a>

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 <a href="www.fscs.org.uk">www.fscs.org.uk</a>.

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 policy. These words are in bold.

#### Accidental damage

Damage caused as a direct result of a single unexpected event.

#### Building(s)

**Your home** and its permanent fixtures and fittings, used for domestic purposes, including central heating fuel tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas, terraces, patios, drives, paths, walls, fences and gates.

**Your home** (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 or covered with felt.

#### **Business equipment**

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers and telecommunications equipment in **your home** (other than equipment belonging to **your** employer).

#### Contents

Household goods, furniture, carpets, **personal belongings** and clothing in **your home**, belonging to **you** or for which **you** are legally responsible including:

- money up to £500 in total;
- stamp, coin, medals, banknotes or other collections up to £5,000 in total;
- guests' clothing and **personal belongings** up to £1,000 in total;
- valuables:
  - up to 30% of the **contents** sum insured, unless a different amount is shown in the schedule
  - up to £3,000 for any one item, pair or set unless a different amount is shown in the schedule;
- free-standing hot tubs, jacuzzis and spas;
- radio or television aerials, satellite receivers and masts fixed to or in the home;
- **business equipment** up to £5,000 in total:
- pedal cycles up to £1,000 in total.

#### Contents do not include:

- any property which is more specifically insured by this or any other insurance;
- any living creature;
- · deeds and documents of any kind;
- motor vehicles, electrically-, mechanically- or power-assisted vehicles (other than domestic gardening equipment or wheelchairs), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for any of these items;
- landlord's fixtures and fittings;
- any property used or held for business, profession or trade purposes other than business equipment;
- any part of the **buildings**, except improvements and decoration in the **home** for which **you** are legally responsible under a tenancy agreement.

#### **Downloaded electronic information**

Non-recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate worldwide website, which **you** or a member of **your family** have bought and hold a valid receipt for.

#### **Family**

**You**, **your** domestic partner, children (including adopted and foster children), parents and other relatives who normally live with **you**.

#### Heave

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

## **Definitions** (continued)

#### Home

The private living accommodation, garages and outbuildings (but not a caravan or mobile home) used for domestic purposes, at the address shown on the schedule.

#### Landslip

Downward movement of sloping ground.

#### Money

Personal money held for private purposes including:

- cash, cheques, traveller's cheques;
- premium bonds and National Saving stamps and certificates;
- postal or money orders and unused current postage stamps;
- gas, electricity, television licence or other service payment stamps;
- gift vouchers or tokens, luncheon vouchers;
- travel tickets and season tickets;
- phonecards or mobile phone top-up vouchers.

#### **Occupant**

You or a member of your family or a person authorised by you living in the home.

#### 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.

#### Personal belongings

Articles which you normally wear or carry with you.

#### Personal belongings do not include:

- tools or instruments used or held for business, profession or trade purposes;
- valuables;
- money and credit cards;
- · pedal cycles;
- motor vehicles, electrically-, mechanically- or power assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items;
- any property which is more specifically insured by this or other insurance.

#### Settlement

Downward movement as a result of the ground being compressed by the weight of the buildings.

#### **Subsidence**

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

#### Unfurnished

Without enough furniture and furnishings for normal living purposes.

#### **United Kingdom**

England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.

#### Unoccupied

Where **your home** has been left without an **occupant** for more than 30 days in a row.

#### **Valuables**

Jewellery, watches, furs, articles made of gold, silver and other precious metals, gemstones, photographic equipment, pictures and other works of art, guns.

## 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 as the insured and your family.

# **Section one: Buildings**

The schedule will show if this cover applies.

Wha	t is covered	What is not covered
Insu	red events	
	or damage to the <b>buildings</b> during the <b>od of insurance</b> caused by the following:	The first £100 of every claim except for Insured events 13 and 14, unless stated otherwise in the policy schedule.
1	Fire and smoke.	Scorching, singeing and melting.
2	Earthquake.	
3	Explosion.	
4	Lightning.	
5	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> <li>Loss or damage caused by pets.</li> <li>Loss or damage caused to: <ul> <li>paths or drives by the weight of any vehicle;</li> <li>roads, land, pavements, piers, jetties, bridges and culverts.</li> </ul> </li> </ul>
8	Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
9	Falling trees or branches, telegraph poles or lamp-posts including the reasonable cost of removing fallen trees or branches if the <b>buildings</b> have been damaged at the same time.	Loss or damage:
10	Theft or attempted theft.	<ul> <li>Loss or damage:         <ul> <li>caused by you or your guests or tenants;</li> <li>while the home is unfurnished or unoccupied;</li> <li>while the home is lent, let, sublet or shared, unless there has been forced and violent entry into or exit out of the home.</li> </ul> </li> </ul>
11	Malicious acts or vandalism.	<ul> <li>Loss or damage:         <ul> <li>caused by you or your guests or tenants;</li> <li>while the home is unfurnished or unoccupied.</li> </ul> </li> </ul>

# Section one: Buildings (continued)

Wha	t is covered	What is not covered
12	Flood.	<ul> <li>Loss or damage caused by:         <ul> <li>frost;</li> <li>subsidence, heave or landslip;</li> <li>rising ground water levels.</li> </ul> </li> <li>Loss or damage to fences and gates.</li> </ul>
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.	<ul> <li>The first £350 of every claim unless stated otherwise in the policy schedule.</li> <li>Loss or damage caused by:         <ul> <li>subsidence, heave or landslip;</li> <li>faulty workmanship;</li> <li>chemicals or a chemical reaction;</li> <li>the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul> </li> <li>Loss or damage:         <ul> <li>to the installation itself;</li> </ul> </li> </ul> <li>to the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.</li> <li>Loss or damage while the home is unfurnished or unoccupied.</li>
14	Subsidence or heave of the site on which the buildings stand, or landslip.	The first £1,000 of every claim unless stated otherwise in the policy schedule.  Loss or damage caused by:  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 the buildings;  the action of chemicals on or the reaction of chemicals with any materials which form part of the buildings.

## Section one: Buildings (continued)

#### What is covered

14 **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**. (continued)

#### What is not covered

- Loss or damage to:
  - swimming pools, hot tubs, jacuzzis, spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation 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 living accommodation are damaged at the same time and by the same cause;
  - the **buildings**, if compensation is provided by law, the National House Building Council Scheme or any other similar guarantee.

15 Storm.

- Loss or damage caused by:
  - frost;
  - subsidence, heave or landslip;
  - rising ground water levels.
- Loss or damage to:
  - fences and gates;
  - radio or television aerials, fixed satellite dishes, their fittings or masts.

## Extra benefits included with buildings

We will also cover the following:

#### What is covered

#### 1 Accidental breakage

Accidental breakage of:

- fixed glass forming part of the buildings including the cost of necessary boarding up before replacing broken glass;
- fixed sanitary fittings;
- ceramic glass in cooker hobs of built-in units:
- fixed solar panels forming part of the buildings.

#### What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.

## 2 Loss of rent or costs for alternative accommodation

- a) While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:
  - rent you would have received from an existing tenant if the home could have been lived in; or
  - the cost of similar alternative accommodation for you, your family and your pets including the cost of temporary storage for your furniture.
- b) If, as a direct result of damage caused to a neighbouring property, you are refused access to the home, which you are living in, we will pay one of the following for up to two weeks:
  - the reasonable cost of alternative accommodation for you, your family and your pets; or
  - the rent you have to pay.

**We** will only pay if the damage caused to the neighbouring property would have been covered by an event insured under this section. • Any amount over 20% of the sum insured under this section, for any one claim.

# Extra benefits included with buildings (continued)

Wha	at is covered	What is not covered
3	Selling your home  If you sell the home, from the date you exchange contracts, we will give the buyer the benefit of cover under Section one: Buildings, until the sale is completed, as long as this is within the period of insurance.	Any claim for loss or damage to the <b>buildings</b> if the buyer is insured under any other insurance.
4	<ul> <li>Emergency access</li> <li>Loss or damage to the buildings caused by a member of the emergency services breaking into the home:</li> <li>to rescue you, a member of your family, a guest, a tenant or an employee;</li> <li>to deal with a medical emergency; or</li> <li>to prevent damage to the home.</li> </ul>	
5	<ul> <li>Building fees and the cost of removing debris</li> <li>After a claim, which is covered by an insured event under Section one: Buildings, we will pay the following:</li> <li>the cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the buildings;</li> <li>the cost of removing debris and demolishing or supporting parts of the buildings which have been damaged, in order to make the site safe;</li> <li>the extra costs of rebuilding or repairing the damaged parts of the buildings to meet any regulations or laws set by Acts of Parliament or local authorities.</li> </ul>	<ul> <li>Any amount over 20% of the sum insured under this section, for any one claim.</li> <li>Any costs:         <ul> <li>for preparing a claim;</li> <li>which relate to undamaged parts of the buildings, except the foundations of the damaged parts of the buildings;</li> <li>involved in meeting regulations and laws if notice was served on you before the loss or damage happened;</li> <li>for making the site stable.</li> </ul> </li> </ul>

## Extra benefits included with buildings (continued)

#### What is covered

# 6 Accidental damage to underground cables, pipes and tanks

**Accidental damage** to underground cables, pipes and tanks serving the **home** for which **you** are legally responsible.

#### What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the home is unfurnished or unoccupied.
- The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
- Loss or damage caused by **subsidence** or **heave** of the land, or **landslip**.
- Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material.
- Delamination of pitch fibre pipes.

#### 7 Metered water

Accidental leakage of metered water caused by an event insured under Section one: Buildings.

Up to £1,000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

**You** may only claim this benefit under one section of this document.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the home is unfurnished or unoccupied.

#### 8 Tracing and accessing leaks

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

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £5,000 for any one claim.

## Accidental damage to buildings

The schedule will show if this cover applies.

#### What is covered

Accidental damage to the buildings.

- The first £150 of every claim unless stated otherwise in the policy schedule.
- Damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - the **buildings** moving, shrinking, collapsing or cracking or by **settlement**;
  - any process of cleaning, repairing, dyeing, renovating or maintaining the **buildings**;
  - faulty workmanship, design or materials; or
  - any water seeping into the home.
- Damage to domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts.
- Damage that happens while the home is being demolished or having repairs or alterations carried out to the structure.
- Damage while the home is unfurnished or unoccupied.
- Damage shown under the "What is covered" and "What is not covered" part of:
  - Insured events 1 to 15; and
  - Extra benefits included with buildings.

## **Settling claims**

**We** will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the sum insured is enough to rebuild the buildings;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- the **buildings** were in a good state of repair and properly maintained.

If the loss or damage to the **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 **home** 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 shown on the schedule and adjusted in line with index linking. This includes the extra expenses and fees listed under Extra benefit 5 (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 the **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 rebuildings the **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 for **buildings** 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 immediately.

**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.

## **Property owners liability**

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

#### What is covered

#### Liability as the owner of your present home

**We** will insure **your** liability as owner to pay for accidents happening in and around the **home** 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;
- 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:

- as occupier of the buildings;
- 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 home;
- 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;
- from you owning or using any:
  - power-operated lift other than stairlifts
  - electrically-, mechanically- or powerassisted vehicles (including children's motorcycles and motor cars) or horsedrawn vehicles (other than domestic gardening 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
  - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)
  - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

## Property owners liability (continued)

#### What is covered

#### Liability as the owner of your previous homes

**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 home which **you** occupied, for accidents happening in and around that home which result in:

- bodily injury to any person other than you or a domestic employee;
- 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

#### Liability arising:

- from an incident which happens over seven years after this insurance ends or the home 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:
- where a more recent insurance covers the liability.

## **Section two: Contents**

The schedule will show if this cover applies.

What is covered		What is not covered	
Insu	red events		
hom	or damage to the <b>contents</b> while in the <b>e</b> during the <b>period of insurance</b> caused by ollowing:	The first £100 of every claim except for Insured event 13, unless stated otherwise in the policy schedule.	
1	Fire and smoke.	Scorching, singeing and melting.	
2	Earthquake.		
3	Explosion.		
4	Lightning.		
5	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.	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 lamp-posts.	Loss or damage caused by cutting down or trimming trees or branches.	
10	Theft or attempted theft.	<ul> <li>Any amount over £5,000 for loss or damage from any garage or outbuilding for any one claim.</li> <li>Loss or damage:         <ul> <li>caused by you or your guests or tenants;</li> <li>while the home is unfurnished or unoccupied,</li> <li>while the home is lent, let, sublet, or shared, unless there has been forced and violent entry into or exit out of the home;</li> <li>to valuables or money in any garage or outbuilding.</li> </ul> </li> </ul>	
11	Malicious acts or vandalism.	<ul> <li>Loss or damage:         <ul> <li>caused by you or your guests or tenants;</li> <li>while the home is unfurnished or unoccupied.</li> </ul> </li> </ul>	

# Section two: Contents (continued)

Wha	at is covered	What is not covered	
12	Flood.	<ul> <li>Loss or damage caused by:         <ul> <li>frost;</li> <li>rising ground water levels.</li> </ul> </li> <li>Loss or damage to contents outside the home.</li> </ul>	
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.	<ul> <li>The first £350 of every claim unless stated otherwise in the policy schedule.</li> <li>The cost of the water or oil.</li> <li>Loss or damage caused by:         <ul> <li>faulty workmanship;</li> <li>chemicals or a chemical reaction;</li> <li>water escaping from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul> </li> <li>Loss or damage:         <ul> <li>to the installation itself;</li> <li>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.</li> </ul> </li> <li>Loss or damage while the home is unfurnished or unoccupied.</li> </ul>	
14	Subsidence or heave of the site on which the buildings stand, or landslip.	Loss or damage caused by:	
15	Storm.	<ul> <li>Loss or damage:</li> <li>caused by frost;</li> <li>to contents outside the home.</li> </ul>	

## Extra benefits included with contents

We will also cover the following.

#### What is covered

#### 1 Accidental breakage

Accidental breakage of:

- · glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs;
- mirrors.

#### What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.

# 2 Loss of rent or costs for alternative accommodation

- While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:
  - the amount of rent you still have to pay, or would have received from an existing tenant; or
  - the cost of similar alternative accommodation for you, your family and your pets including the cost of temporary storage for your furniture.
- b) If, as a direct result of damage caused to a neighbouring property, you are refused access to the home, which you are living in, we will pay one of the following for up to two weeks:
  - the reasonable cost of alternative accommodation for you, your family and your pets; or
  - the rent you have to pay.

**We** will only pay if the damage caused to the neighbouring property would have been covered by an event insured under this section. • Any amount over 20% of the sum insured under this section, for any one claim.

#### What is covered

# 3 Television sets, video and audio equipment and computers

#### Accidental damage to:

- television sets, audio, video and computer equipment in the home;
- radio or television aerials and satellite dishes, their fittings and masts fixed to or in the **home**.

#### What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - any process of cleaning, repairing, renovating or maintaining the item;
  - heating, drying, dyeing, washing, restoring, dismantling or breakdown;
  - faulty workmanship, design or materials;
  - information being erased or damaged on computer equipment.
- Loss or damage to:
  - styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software;
  - mobile or portable phones or pagers;
  - computers or computer equipment designed to be portable, while it is being carried, moved or transported;
  - video cameras and camcorders.

#### 4 Metered water

Accidental leakage of metered water caused by an event insured under Section two: Contents.

Up to £1,000 in any **period of insurance** for charges **you** have to pay to **your** water provider.

**You** may only claim this benefit under one section of this document.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage while the home is unfurnished or unoccupied.

#### 5 Household removal

Accidental loss or accidental damage to the contents while professional removal contractors are moving them from the home to your new permanent address within the United Kingdom, including while in temporary storage for up to five days.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage to:
  - pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
  - money, credit cards or valuables.

#### What is covered

# 6 Contents temporarily removed from the home

Loss or damage to the **contents** while temporarily removed from the **home**, but within the **United Kingdom** and the loss or damage is caused by:

- Insured events 1 to 9, or 11 or 13; or
- theft or attempted theft (involving a forced and violent entry) from:
  - a bank or safe deposit or while being transported by you to and from any bank or safe deposit
  - a building used by you as temporary or holiday accommodation
  - a building where **you** work or are temporarily living.

#### What is not covered

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over 20% of the sum insured under this section, for any one claim.
- Any amount over £5,000 for contents in garages or outbuildings, for any one claim.
- Loss or damage:
  - to property belonging to you while you are living in a school boarding house or college or university halls of residence accommodation;
  - caused by theft or attempted theft, unless there has been forced and violent entry into or exit from the **buildings**;
  - while the **contents** are in a furniture store, salesroom or exhibition;
  - while the **contents** are being worn, used or carried by **you**.

#### 7 Contents in the open

Loss or damage caused by Insured events 1 to 11 or 13 to **contents** kept in the open but within the boundaries of the land belonging to the **home**.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any amount over £1,000 for any one claim, except for freestanding jacuzzis, hot tubs or spas.
- Loss or damage to:
  - trees, plants shrubs or garden produce;
  - money, credit cards, valuables;
  - property in or on any motor vehicle, trailer, boat, caravan or mobile home.
- Loss or damage while the home is unfurnished or unoccupied.

#### 8 Wedding gifts

For fourteen days before and fourteen days after **your** wedding day, **we** will increase the sum insured for **contents** by 10% to cover **your** wedding gifts.

Wha	at is covered	What is not covered
9	Religious festivals and birthday or wedding anniversaries	
	For seven days before and seven days after <b>your</b> religious festival, birthday or wedding anniversary, <b>we</b> will increase the sum insured for <b>contents</b> by 10% to cover associated gifts.	
10	Replacing keys and locks	
	If <b>your</b> keys are lost or stolen, <b>we</b> will pay for replacement locks and keys to:	Any amount over £500 for any one claim.
	<ul> <li>intruder alarms and safes installed in the <b>home</b>; and</li> </ul>	
	• an outside door of the <b>home</b> .	
11	Fridge and freezer contents	
	Loss or damage to food or drink in any freezer or refrigerator at the <b>home</b> caused by:	<ul> <li>The first £100 of every claim unless stated otherwise in the policy schedule.</li> <li>Loss or damage:</li> </ul>
	<ul> <li>a change in temperature of the fridge or freezer;</li> </ul>	<ul> <li>caused by the deliberate act of the supply authority;</li> </ul>
	<ul> <li>contamination by the escape of refrigerant or refrigerant fumes.</li> </ul>	<ul> <li>caused by your deliberate act or neglect;</li> <li>if your gas or electricity is cut off because you have not paid a bill.</li> </ul>
12	Compensation for death	
	If <b>you</b> die from an injury within six months of the injury happening, <b>we</b> will pay £5,000 for each person killed, as long as the injury happens in the <b>home</b> as a result of:	Any person under 16 years of age.
	• fire and smoke;	
	<ul> <li>earthquake, explosion or lightning;</li> </ul>	
	<ul> <li>aircraft and other flying objects or anything dropped or falling from them;</li> </ul>	
	<ul> <li>strikes and labour or political disturbances;</li> </ul>	
	• being hit by any vehicle, train or animal;	
	theft or attempted theft;	
	<ul> <li>storm or flood;</li> </ul>	
	• riot or civil commotion.	

Wha	at is covered	What is not covered
13	Domestic oil	
	Accidental leakage of heating oil from domestic tanks, caused by an event insured under Section two: Contents.	<ul> <li>The first £100 of every claim unless stated otherwise in the policy schedule.</li> <li>Any amount over £1,000 for any one claim.</li> </ul>
14	Replacing documents	
	<b>We</b> will pay for the cost of replacing the deeds of the <b>home</b> and documents which are lost or damaged as a result of an event insured under Section two: Contents.	<ul> <li>The first £100 of every claim unless stated otherwise in the policy schedule.</li> <li>Any amount over £500 for any one claim.</li> </ul>
15	New purchases	
	We will extend the existing cover you have under Section two: Contents by up to £3,000 to cover new purchases you make, as long as you tell us within 21 days of the purchase and you pay the extra premium we ask for.	
16	Downloaded electronic information	
	We will pay the cost of replacing downloaded electronic information following loss or damage to contents which is covered under Section two: Contents.	<ul> <li>The first £100 of every claim unless stated otherwise in the policy schedule.</li> <li>Any amount over £1,000 for any one claim.</li> </ul>
17	Tenant's greenhouses and sheds	
	Loss or damage caused by Insured events 1 to 13 under Section one: Buildings, to greenhouses and sheds <b>you</b> install at the <b>home</b> address and which <b>you</b> own.	<ul> <li>The first £100 of every claim unless stated otherwise in the policy schedule.</li> <li>Any amount over £2,000 for any one claim.</li> </ul>
18	Moving as a direct result of violent crime	
	If you decide to move as a direct result of murder, manslaughter, rape or serious physical assault committed against you in your home by a non-family member (who criminal charges have been brought against), we will pay up to £5,000 for conveyancing costs, estate agents' fees and removal expenses you have to pay.	
19	Student cover away from home  We will insure your contents which have been temporarily moved to a school boarding house or college or university halls of residence accommodation, in the United Kingdom.	<ul> <li>The first £100 of every claim unless stated otherwise in the policy schedule.</li> <li>Any amount over £3,000 for any one claim.</li> <li>Loss or damage caused by theft or attempted theft unless there has been forced and violent entry into or exit from the building.</li> </ul>

## **Accidental damage to contents**

The schedule will show if this cover applies.

What is covered

Accidental damage to the contents

**Accidental damage** to the **contents** while they are in the **home**.

- The first £150 of every claim unless stated otherwise in the policy schedule.
- Damage caused by:
  - chewing, tearing, scratching or fouling by pets:
  - frost, the atmosphere, or fading caused by light;
  - any process of cleaning, repairing, dyeing, renovating or maintaining the item;
  - faulty workmanship, design or materials;
  - using the **contents** in a way which is different to the manufacturer's instructions:
  - information being erased or damaged on computer equipment;
  - any water seeping into the home.
- Damage to:
  - contact lenses, money, credit cards, stamps, coins or other collections;
  - any powered machine while it is being used as a tool and if damage arises directly out of its use;
  - clothing, food and drink;
  - free-standing hot tubs, jacuzzis and spas.
- Damage while the **home** is **unfurnished** or **unoccupied**.
- Any amount over £2,500 for damage to china, glass, pottery, porcelain or other brittle substances.
- Damage shown under the "What is covered" and "What is not covered" part of:
  - Insured events 1 to 15; and
  - Extra benefits included with contents.

## **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 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.

**We** will pay the cost of replacing electronic information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** own.

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 the **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 for **contents** 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 immediately.

**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.

## **Contents liability**

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

#### What is covered

#### **Personal liability**

Your legal liability to pay compensation for:

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

**We** will provide this cover for accidents which occur during the **period of insurance** and within the **United Kingdom** or during a temporary visit of not more than 30 days elsewhere in the world.

The most **we** will pay is £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 this section for **your** liability for an event covered by this section.

#### **Occupiers liability**

**Your** legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

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

The most **we** will pay is £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 this section for **your** liability for an event covered by this section.

#### What is not covered

You are not covered for any liability arising:

- as owner of the home;
- 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 your home;
- 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;
- from **you** owning or using any:
  - power-operated lift other than stairlifts
  - electrically-, mechanically- or powerassisted vehicles (including children's motorcycles and motorcars) or horsedrawn vehicles (other than domestic gardening 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
  - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)
  - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation
  - firearms, other than properly licensed shotguns.

## Contents liability (continued)

#### What is covered

#### Liability as tenant

**We** will pay up to 10% of the sum insured for **contents** for amounts that **you** legally have to pay under a tenancy agreement following:

- loss or damage caused by Insured events 1 to 13 and 15 of Section one: Buildings;
- accidental damage and breakage as described in Section one: Buildings under Extra benefits 1 and 6.

**We** will only provide this cover if the loss or damage happens during the **period of insurance**.

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

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Loss or damage:
  - while the home is unfurnished or unoccupied;
  - shown under the "What is not covered" part of Section one: Buildings.

#### **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 **home**.

The most **we** will pay is £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.  Bodily injury to any employee arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says you must have insurance or security.

## Contents liability (continued)

#### What is covered

#### **Unpaid damages**

**We** will pay up to £100,000 (including legal costs) which **you** have been awarded by a court within the **United Kingdom** and which has not been paid to **you** within three months of the date of the award. **We** will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the period of insurance;
- you would have been entitled to a payment under the personal liability part of Section two: Contents if the award had been made against you rather than to you; and
- the person who owes the award does not live with you.

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

## Section three: Personal items

The schedule will show if this cover applies.

#### What is covered

Accidental loss, damage or theft anywhere in the world to:

#### 1 Specified items

**We** will pay the cost of replacing or repairing any item specified on the schedule.

**We** will not pay more than the sum insured for that item as shown on the schedule.

2 Unspecified valuables, clothing, personal belongings and money.

We will pay the cost of replacing or repairing your valuables, clothing, personal belongings and money.

The most **we** will pay for any one item of **valuables**, clothing or **personal belongings** is £1,500.

The most we will pay for money is £500.

#### 3 Pedal cycles

**We** will pay the cost of replacing or repairing **your** pedal cycle or accessories.

The most **we** will pay for any one pedal cycle is £1,000 (unless shown differently on the schedule).

#### **New purchases**

As long as sub-sections 1, 2 and 3 above are in force, **we** will insure new purchases for up to £1,000 as long as **you** tell **us** within 21 days of the purchase and **you** pay the extra premium **we** ask for.

- The first £100 of every claim unless stated otherwise in the policy schedule.
- Any loss or theft which is not reported to the Police within 24 hours of discovering it.
- Loss or damage caused by:
  - theft or attempted theft while the home is unfurnished, unoccupied, lent, let, sublet, shared or is not self-contained;
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked on;
  - faulty workmanship, design or materials;
  - scratching, denting or chipping;
  - guns rusting or bursting their barrels;
  - theft or attempted theft from an unlocked hotel room;
  - items being confiscated or detained by customs or other officials;
  - using an item in a way which is different to the manufacturer's instructions;
  - misfiling of electronic documents or records, including files containing downloaded music and pictures and any loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it.
- Any amount over £1,000 for theft from an unattended motor vehicle. We will not pay any amount unless the property was concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs were securely closed and all doors locked.
- Loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £5,000 unless the jewellery has been examined at least once every two years by a competent jeweller, and any faults have been corrected.
- Any amount over £3,000 if jewellery is stolen from an unattended hotel or motel room.

## Section three: Personal items (continued)

#### What is covered

- Loss of or damage to:
  - recording heads, audio tapes, video tapes or cassettes, discs and computer software;
  - sports equipment while in use;
  - contact lenses or hearing aids while you are swimming or involved in water sports;
  - any powered machine while used as a tool if the loss or damage arises directly out of its use
  - phones or pagers left in unattended vehicles;
  - any property which you normally keep outside the home.
- The part of any travel ticket or season ticket which has been used.
- Loss of money due to accounting errors, shortages or mistakes.
- Loss or damage:
  - caused by theft of pedal cycles left unattended while away from the **home**, unless they are attached to a permanent structure by a security device, or kept in a locked building;
  - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
  - to the pedal cycle while it is being used for racing, pace-making or trials;
  - to pedal cycles while let out on hire or used other than for private purposes.

## **Settling claims**

#### Basis of settling claims

For any personal item 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 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.

**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.

**We** will pay the cost of replacing electronic information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** own.

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 three: Personal items is the sum insured shown on the schedule.

#### Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for personal items, 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 personal items.)

#### 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.
- War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects at or above the speed of sound.
- 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.
- 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.
- 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 nature) or similar nature

Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.

## General exclusions (continued)

- Any loss or damage caused by deception (when someone persuades you to give or sell them your belongings by misleading you) unless the only deception is getting into the home.
- 12 Loss or damage occurring before cover starts or arising from an event before cover starts.

#### **Cyber Exclusion**

The following exclusions apply to the whole of the contract. **We** will not pay for any:

(a) Cyber

loss, damage, liability, cost or expense caused deliberately or accidentally by:

- the use of or inability to use any application, software, or programme;
- any computer virus;
- any computer related hoax relating to (a)(i) and/or (a)(ii) above.

#### However, where:

- a fire or explosion occurs as a result of (a)(i) or (a)(ii) above;
- an escape of water occurs as a result of (a)(i) or (a)(ii) above; or
- a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

loss of or damage to any electronic data (for example files or images) wherever it is stored.

#### Infectious or contagious disease exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from:

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

#### **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** must keep **your** property in a good condition and state of repair, and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

#### 2 Telling us about a change

**You** must tell **us** immediately 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.

For example, you must tell us if you:

- increase the value of your contents or personal belongings;
- change your address;
- change your occupation;
- plan to leave the **home unfurnished** or **unoccupied**;
- change how the **home** is used or take in lodgers, tenants or paying guests;
- are in the process of being or have been declared bankrupt or if you receive a county court judgement;
- have received a Police caution for or been convicted of or charged with an offence (other than motoring):
- use the **home** or its land for a business, trade or profession;

**We** have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

#### 3 Claims

When there is a claim or possible claim, you must tell us 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 immediately 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 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.

#### 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

You must not act in a fraudulent way. If you or anyone acting for you:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way:
- makes a claim for any loss or damage which you knewabout or deliberately caused

#### we:

- will not pay the claim and all cover under this policy will cease;
- will not pay any other claim which has been or will be made under the policy;
- may at our option declare the policy void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the policy since the last renewal date;
- will not return any premiums you have paid; and
- may inform the Police.

#### 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 sending **us** written notice and returning the insurance documents 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 giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim and subject to a minimum charge of £25 plus IPT.

**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** providing **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 home

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

#### 10 Building Works

**You** must provide **us** with full details of any building work over £50,000 in value and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor that is due to take place at the **home**, before the building works begin. Failure to notify **us** may result in any loss or any ensuing loss directly or indirectly caused by or relating to such building works not being covered by this insurance.

#### 11 Your duty to disclose 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 morefor 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: <u>claims@adjustingassociates.com</u>

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: <a href="mailto:tmhcc.com">tmhcc.com</a>
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: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.

## **Helpful hints**

We recommend that you take simple precautions for your own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

#### Fire prevention

- Check your electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Hire a competent electrician if you are in doubt.
- Always unplug non-essential appliances before you go to bed, especially electric blankets.
- Be careful with cigarette ends, ashtrays and hotirons.
- Don't leave a pan of fat unattended on the cooker.
- Install a suitable fire extinguisher. You should put one in the kitchen.
- Make sure that all open fires are properly guarded even if they appear to be out especially at night.
- Have your chimney swept and flues regularly checked, at least once a year (if you use open fires).

#### Water damage

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if you leave the property without heating in winter months. Consider leaving the loft access open so that warm air can move into the roof space to reduce the possibility of the pipes and tankfreezing.
- If your pipes freeze, thaw them out slowly using hot water bottles or hairdryers. Never use a blowlamp or warm air paint stripper gun.

#### Security

- Make sure you have good quality locks fitted to all of your outside doors (five lever mortise deadlocks to British Standard 3621 or multipoint locking systems on UPVC doors).
- All opening sections of basement, ground floor or easily accessible windows should be fitted with keyoperated locks.
- Use the door and window protections when you leave the home unattended and remove the keys from the locks (including the garage).
- Do not leave keys under the mat or inside the letter box, or anywhere else they can be found easily.
- Leave a light on, on a timer, in a room other than the hall when you are out in the eveningor overnight.
- Do not leave large amounts of money in the home.
- Do not leave valuable property in unattended vehicles.
- Photograph your valuables and keep copies of valuations and receipts. These are extremely helpful in case they are lost or stolen, not only to us but also to the Police.

If you need any help or advice on security to the home, contact a member of the Master Locksmith Association.

#### When you go away on holiday

- Tell your local Neighbourhood Watch about your holiday.
- Stop newspaper and milk deliveries. Do not advertise your absence.
- Place any valuables which are not being carried or worn with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If you have an alarm, make sure this
  is switched on.
- Leave your key with a trusted neighbour and ask them to look in and inspect the home occasionally.



**0344 381 6505** adrianflux.co.uk

East Winch Hall, East Winch, King's Lynn, Norfolk, PE32 1HN