



# SAGIC

Insurance that changes lives

***SAGIC's profits support the work of The Salvation Army***

#### **IMPORTANT NOTICE – COOLING OFF PERIOD**

This policy is subject to a 'cooling-off' period. Under this, if **you** decide within 14 days of receiving the policy that **you** do not wish to continue with the insurance, **you** may cancel **your** cover within this period and get all **your money** back as long as **you** have not made any **claims**.

Please read **your** policy carefully as soon as possible so that **you** can satisfy yourself that it meets **your** requirements before the end of the cooling-off period.

## WELCOME TO SAGIC

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Thank **you** for choosing SAGIC for **your home** insurance and I hope that **you** will be happy with **your** policy and the reassurance it provides.

SAGIC is wholly owned by The Salvation Army and all profits are returned to them to support their charitable activities.

**Your** policy is made up of this booklet and **your** schedule which details the sections of cover **you** have chosen. Please keep these documents in a safe place so that **you** may refer to them if **you** ever need to make a **claim**. The sections and levels of cover provided under this policy are based upon information provided by **you** to **us** therefore please check the schedule to ensure that the cover meets **your** needs.



Gordon Dewar  
Managing Director  
The Salvation Army General Insurance Corporation Limited

### YOUR 'HOUSE AND HOME' INSURANCE POLICY

This is **your** insurance policy setting out the terms of the contract **you** have made with The Salvation Army General Insurance Corporation Limited, known as SAGIC, and the other insurers as named in the policy, for the **period of insurance** stated in **your** insurance schedule. When **your** policy falls due for renewal and **you** decide to renew the insurance with **us**, **you** will receive an up-dated Schedule, which should be inserted in this booklet.

**You** are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance policy. There are some words in the policy text that need to be defined so that their meaning in the context of this policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the policy wording in bold italic print.

This policy wording provides details of all of the cover that is available. **Your** Schedule sets out the Sections of the policy that **you** have decided to purchase and, where applicable, the items insured, sums insured, limits, **excesses**, etc. **You** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or **you** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact **us** immediately.

The 'GENERAL CONDITIONS' and 'EXCLUSIONS', which apply to the whole policy, are very important and should be given close attention.

The Application and the Declaration completed by **you** and all the information **you** supplied during the proposal stage are incorporated in and form part of this policy, this information will be sent to **you** in the form of a Statement of Fact for **you** to check.

It is important that the information contained in the Statement of Fact is correct as this may affect **your** cover, if **you** wish to change anything **you** must contact **us** immediately.

In return for the payment of the premium by **you**, **we** will provide insurance in accordance with the policy cover for those Sections shown in **your** Schedule.

## LAYOUT OF YOUR POLICY

It is important that **you** know how to make a complaint or **claim** under **your** House and **Home** insurance so the details of the **Complaints Procedures** and the **Claims Procedures** appear at the front of the policy booklet.

**General Exclusions** and **General Conditions** are a very important part of the contract, so to enable **you** to find them easily, appear next in the policy booklet. These exclusions and conditions apply to the whole policy.

Next, **we** set out the insurance coverage available under the policy. **Your** insurance schedule sets out the details of which sections of the policy **you** have purchased and so apply to **your home**.

Finally, **we** know that a **claim** does not only affect **us**, but also causes **you** inconvenience and distress so **we** have included some useful advice on precautions to take to reduce the possibility of loss in certain circumstances.

The full layout of **your** policy is shown under the heading Contents below.

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## THE INSURER

**You** have purchased this policy from Be Wiser Insurance Services Limited and all sections are underwritten by SAGIC:-

The Salvation Army General Insurance Corporation Limited  
Faith House, 23-24 Lovat Lane, London, EC3R 8EB  
(Registered No 101704 England)  
Tel: 0300 030 1865  
Fax: 0300 030 1866

[www.sagic.co.uk](http://www.sagic.co.uk)

SAGIC are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and Prudential Regulation Authority and **you** can check their status on the FCA Register, in the following ways:

On the FCA website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/)  
By telephoning the FCA Consumer Helpline on 0800 111 6768  
By writing to the FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

SAGIC are members of:

**Financial Ombudsman Service  
Financial Services Compensation Scheme  
Association of British Insurers**

## USEFUL CONTACTS

The following information is supplied to enable **you** to contact the right person in **our** organisation quickly.

### **Alterations to or questions concerning your Policy:**

To amend **your** policy or ask a question about it, please contact **your** insurance broker in the first instance.

**You** can also contact the **Be Wiser Insurance Services Limited** Customer Services Team by:

Post: Barrett House, Savoy Close, Andover, Hants, SP10 2HZ  
Email: [admin@bewiser.co.uk](mailto:admin@bewiser.co.uk)  
Phone: 0333 9997 588

### **Claims under all Sections of this Policy:**

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the policy, please contact the SAGIC **Claims** Line on **our** Lo-call number: (for the cost of a local call from any UK landline or free in some call plans):

SAGIC CUSTOMER SERVICES: 0300 030 1865

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for **claims** under Sections 1 and 2 of the policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if **you** are advising a non-urgent **claim** or querying the status of a **claim** or if the **claim** falls under any policy Section other than 1 or 2.

## LIST OF DEFINITIONS

These definitions appear in bold italic text throughout the policy.

|   |  |
|---|--|
| ACCIDENTAL DAMAGE   | Sudden, unintentional and unexpected physical breakage or damage that can be seen.   |
| BE WISER INSURANCE SERVICES LIMITED   | The company who have been authorised by SAGIC to transact insurance business on their behalf. <b>Be Wiser Insurance Services Limited</b> are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 465471.   |
| BODILY INJURY   | Death, illness, injury or disease.   |
| BUILDING/BUILDINGS  | <b>Your home</b> including garages, sheds, greenhouses and other domestic outbuildings, and landlords' fixtures and fittings therein and thereon, paved terraces, patios, drives, paths, walls, gates and fences, sunken swimming pools, fishponds and ornamental ponds and hard tennis courts, on the site of <b>your home</b> .  |
| BUSINESS EQUIPMENT  | Computer and office equipment (excluding data) used solely for clerical business but excluding mobile telephones and tablet computers.   |
| CLAIM   | A single loss or series of losses arising from one event for which cover is provided by this policy.   |
| CONTENTS  | <b>Household</b> goods, furniture, furnishings and personal effects in <b>your home</b> , including personal effects of visitors to <b>your home</b> , and interior decorations belonging to or the responsibility of <b>you</b> or any member of <b>your household</b> , subject to the following exclusions:<br>(a) Any fixtures or fittings belonging to the landlord.<br>(b) Any fixtures or fittings which are attached to the <b>building</b> in a permanent way such as fitted kitchen furniture, bathroom fittings and fitted bedroom furniture.<br>(c) Domestic animals and fish.<br>(d) <b>Motor vehicles</b> and the <b>contents</b> thereof.<br>(e) Caravans, horse boxes, trailers, and trailer-tents and the <b>contents</b> thereof.<br>(f) Boats and other watercraft, surfboards, hovercrafts, aircraft and the <b>contents</b> thereof.<br>(g) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind.<br>(h) Any property used by <b>you</b> for business or professional purposes (except as defined by <b>Business Equipment</b> ). |
| When the <b>buildings</b> belong to a landlord and <b>you</b> are responsible for damage to fixtures and fittings under <b>your</b> tenancy agreement, such fixtures and fittings are understood to be <b>contents</b> but <b>you</b> must include them when calculating <b>your</b> sum insured. |  |
| COSTS AND EXPENSES  | (a) Legal <b>costs and expenses</b> recoverable from <b>you</b> by any claimant.<br>(b) Defence <b>costs and expenses</b> incurred with <b>our</b> written consent.  |
| DOMESTIC EMPLOYEE   | A person employed by a member of the <b>household</b> to solely carry out domestic duties for the <b>household</b> .   |
| EXCESS/EXCESSES   | The amount of the <b>claim</b> for which <b>you</b> are responsible.   |
| FEES  | The <b>fees</b> of architects, surveyors and other professionals that <b>you</b> incur in connection with the repair of damage to the <b>buildings</b> . <b>Our</b> prior permission is required before such <b>fees</b> are incurred. <b>Fees</b> that <b>you</b> have to pay in connection with the preparation of <b>your claim</b> are not covered.  |
| HOME  | The private dwelling and its outbuildings used solely for domestic purposes, at the Risk Address as shown in <b>your</b> Schedule.   |
| HOUSEHOLD   | <b>You, your</b> spouse or partner, relatives and any other person permanently living in the <b>home</b> but not any lodger, tenant or paying guest.   |

|                              |   |
|------------------------------|---|
| LOCAL AUTHORITY REQUIREMENTS | The additional costs <b>you</b> have to pay to repair damage due to the need to comply with any Government or <b>Local Authority requirements</b> or regulations, but excluding any costs relating to requirements or regulations which were notified to <b>you</b> before the loss or damage occurred.   |
| MOTOR VEHICLE                | Any electrically or mechanically propelled vehicle for adults or children. <b>Motor vehicle</b> does not include any: <ul style="list-style-type: none"> <li>(a) vehicle used only as domestic gardening equipment within the <b>home's</b> boundaries.</li> <li>(b) vehicle designed to help disabled people provided the vehicle is not required to be registered for road use.</li> <li>(c) battery operated golf cart or trolley.</li> <li>(d) pedestrian controlled toy or model.</li> </ul>   |
| MONEY                        | Cash, bank and currency notes, cheques, <b>money</b> and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, travel season tickets and gift tokens. Any <b>money</b> , as defined, relating to <b>your</b> business is not covered.  |
| PERIOD OF INSURANCE          | The period shown on <b>your</b> schedule for which <b>we</b> agree to accept and <b>you</b> have paid the premium.  |
| PERSONAL POSSESSIONS         | <b>Personal possessions</b> include the following:<br>Jewellery, gold and silver articles, antiques, watches, works of art, furs, photographic equipment, musical instruments, spectacles, contact lenses, coins, medals, stamps, sports equipment, portable games consoles, laptops, notepad computers, e-readers, satellite navigation, MP3 players, mobile phones, hearing aids etc.   |
| REMOVAL OF DEBRIS            | The cost of removing debris, demolishing, propping or shoring up parts of the <b>buildings</b> which have been damaged. <b>Our</b> prior consent is required except where immediate action is needed in the interest of public safety.  |
| TERRITORIAL LIMITS           | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.  |
| TERRORISM                    | An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.  |
| UNOCCUPIED                   | Not lived in by <b>you</b> , any member of <b>your household</b> or any other person who has <b>your</b> permission.<br><br>It is accepted by <b>us</b> that <b>your home</b> will be <b>unoccupied</b> at certain times when <b>you</b> are away on holiday. <b>We</b> agree that <b>we</b> shall not regard <b>your home</b> as being <b>unoccupied</b> at these times, subject to such holiday periods not amounting to more than 30 days in any <b>period of insurance</b> . If the holiday period is likely to exceed 30 days, <b>you</b> must contact <b>us</b> as soon as <b>you</b> know. |
| VALUABLES                    | Jewellery, watches, furs, articles containing gold, silver or other precious metals, works of arts, sets of stamps, coins and medals.   |
| WE/US/OUR                    | The Salvation Army General Insurance Corporation Limited (SAGIC).   |
| YOU/YOUR                     | The person or persons named in <b>your</b> Schedule.  |

## COMPLAINTS PROCEDURES

The Complaints Procedures apply to all Sections of the policy.

SAGIC aims to give excellent, friendly service, and to handle complaints promptly in a fair and efficient manner. **We** will undertake **our** dealings with **you** with this aim in mind and **we** are committed to working within the spirit of The Financial Conduct Authority's requirements for Treating Customers Fairly.

However, **we** recognise that sometimes things go wrong and circumstances may arise where **you** feel **you** have cause for complaint.

If **you** have purchased this policy from a broker please initially submit **your** complaint to them, alternatively if **you** have purchased this policy direct from SAGIC or if **your** broker is unable to resolve **your** complaint then please contact:

The Managing Director  
The Salvation Army General Insurance Corporation Limited  
Faith House, 23-24 Lovat Lane, London, EC3R 8EB  
Tel: 0300 030 1865  
Email: [complaints@sagic.co.uk](mailto:complaints@sagic.co.uk)

Should **you** remain dissatisfied, please write to SAGIC's Chairman at the same address, further to this if the matter is not resolved to **your** satisfaction **you** may ask the FINANCIAL OMBUDSMAN SERVICE (FOS) to review **your** case.

Please note that the FINANCIAL OMBUDSMAN can investigate a complaint if:

- (i) **You** have given **us** an opportunity to resolve **your** complaint.
- (ii) **You** are not a business with a group turnover of at least €2,000,000 and have fewer than 10 employees.
- (iii) The matter is not the subject of legal proceedings or arbitration.
- (iv) The dispute is not between **you** and someone else's insurer.
- (v) The complaint does not concern **our** level of premiums or **our** decision as to which risks to cover.

### **WHAT WILL HAPPEN IF YOU COMPLAIN**

Where possible **we** will resolve **your** complaint within one business day.  
Otherwise:

- **We** will acknowledge **your** complaint as quickly as possible and, in any event, within two working days of receipt.
- **We** aim to resolve complaints within 5 working days. If **we** cannot achieve that, **we** will keep **you** informed each week on the progress of **your** complaint.
- **We** receive a small number of complaints and those **we** do get can usually be resolved within a few days. However, occasionally more detailed inquiries may be required and if this happens **we** will do **our** best to complete those inquiries in the shortest possible time.
- Once **we** have completed **our** investigation of **your** complaint **we** will respond with a decision in writing.

If **your** complaint has been reviewed by both **our** Managing Director and **our** Chairman and **you** are unhappy with the response **you** have been given or if **we** have not completed **our** investigation after 8 weeks, **you** can refer the complaint to the Financial Ombudsman Service, as mentioned above. **We** are bound by the decision of the Financial Ombudsman, but **you** are not.

### **THE FINANCIAL OMBUDSMAN SERVICE CAN BE CONTACTED AT:**

Exchange Tower, LONDON E14 9SR  
Telephone: **0300 123 9 123** Fax: **020 7964 1001**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay **claims**.

If one of the insurers on this policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance **claims** is 90% of the **claim** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme  
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU  
Telephone: **0800 678 1100** or **0207 741 4100**, Fax: **020 7892 7301**  
Email: [enquiries@fscs.co.uk](mailto:enquiries@fscs.co.uk) Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## CLAIMS PROCEDURES (see also General Condition 8 on Page 11)

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the policy, please contact the SAGIC **Claims** department:

Phone: 0300 030 1865 - Lo-call number (for the cost of a local call from any UK landline or free in some call plans)

Email [claims@sagic.co.uk](mailto:claims@sagic.co.uk)

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for **claims** under Sections 1 and 2 of the policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if **you** are advising a non-urgent **claim** or querying the status of a **claim** or if the **claim** falls under any policy Section other than 1 or 2.

Set out below are **your** and **our** responsibility in connection with **claims** under this policy.

**YOUR** RESPONSIBILITIES IN RESPECT OF **CLAIMS** INVOLVING LOSS OF OR DAMAGE TO **YOUR** PROPERTY AS INSURED BY SECTIONS 1, 2, 3, 4, 5 or 6.

1. Give immediate notification to the police if the **claim** involves property that is lost, stolen, damaged maliciously or damaged by rioters.
2. Report the **claim** to **us** as soon as practicable and in any event within 31 days of the occurrence.
3. Provide all information and assistance that **we** may reasonably require without delay, including access to the site of the incident to enable **us** to deal with **your claim**.
4. Take all reasonable steps to recover any lost or stolen property and advise **us** as soon as practicable of any such property that is returned to **you**.
5. At **your** expense provide **us** with estimates, proof of ownership and/or of value to support **your claim**.
6. Not abandon any property to **us**.
7. Allow **us** to take over and conduct in **your** name the defence or settlement of any **claim** or prosecute in **your** name for **our** benefit any **claim** against another party for indemnity or damages or otherwise.
8. Do not dispose of any damaged property without gaining **our** prior approval.

**YOUR** RESPONSIBILITIES IN RESPECT OF **CLAIMS** BEING MADE AGAINST **YOU** FOR **YOUR** LEGAL LIABILITY AS INSURED UNDER SECTIONS 1a or 2a

**You** must:

1. Notify **us** immediately if someone is making a **claim** against **you**.
2. Not make any promise to pay or any admission of liability.
3. Send any letter or document to **us** unanswered.



## GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

This policy does not cover:

### **1. ASBESTOS**

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

### **2. BREAKDOWN**

Mechanical or electrical breakdown, fault or failure.

### **3. COMMUNICABLE DISEASES**

The transmission by **you** or any member of **your household** of:

- (a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness, Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.
- (b) any communicable disease.

### **4. COMPUTER FAILURE**

Any **claim**, loss, liability or expense caused by or arising directly or indirectly from or in any way relating to the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether or not it is **your** property, to:

- (a) correctly recognise any date as its true calendar date
- (b) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date
- (c) capture, save, retain or correctly process any data as the result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss of or damage to **your** property specifically insured by the policy or any loss or damage not otherwise excluded which itself results from:

Fire, Smoke, Explosion, Lightning, Earthquake, Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Person, Vandals, Escape of Water or Oil from any fixed water or heating installation, Theft or Attempted Theft, Impact involving aircraft, aerial device or anything falling from them or by a vehicle or animal.

This exclusion does not apply to any cover for Liability to **Domestic Employees**.

### **5. CONFISCATION**

Confiscation or requisition by order of any government or public body.

### **6. CONSEQUENTIAL LOSS**

Consequential loss of any kind or description incurred by **you** or **your household**.

### **7. DELIBERATE DAMAGE**

Any deliberate, malicious or wilful act by **you** or any member of **your household**.

### **8. EXISTING DAMAGE**

Any loss or damage occurring before the cover by this policy commences.

### **9. POLLUTION OR CONTAMINATION**

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.

All pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

#### 10. RADIOACTIVE CONTAMINATION AND CONFISCATION

Any loss or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.
- (c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

#### 11. REDUCTION IN VALUE

Any reduction in value of the property insured following a **claim** settlement.

#### 12. SETS

The cost of replacing any undamaged item or part of an item forming part of a set (other than a pair).

#### 13. SONIC BANGS

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

#### 14. TERRORISM

- (a) In respect of Sections 1a (property owners' legal liability) and 2a (occupiers' personal and employers' legal liability):

Other than to any **domestic employee**, liability to third parties or any liability incurred by **you** for damages, **costs and expenses** directly or indirectly caused by, resulting from or in any connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**,

- (b) In respect of all other sections of the policy

Any loss of or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** involving:

- (i) Contamination or the threat of Contamination.
- (ii) Any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination.

regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process.

If **we** allege that by reason of this exclusion any loss, damage, expense, liability or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

#### 15. WAR RISKS

Any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not) civil war, mutiny, revolution, or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

#### 16. WEAR AND TEAR, ETC.

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

## GENERAL CONDITIONS THAT APPLY TO ALL SECTIONS OF THE POLICY

### 1. CANCELLATION

**We** may cancel this policy by giving **you** 30 days notice and **you** may cancel the policy by giving **us** 30 days notice of cancellation at any time.

If **we** decide to cancel, **we** will advise **you** in writing to **your** last known address and will return to **you** the unexpired portion of any premium paid.

If **you** cancel, **you** must advise **us** by post, fax or hand-delivered letter and **you** will be entitled to a return of premium based on **our** short period rates in force at the time of cancellation. However if **you** have made a **claim**, there will be no return of premium.

In the event that **you** pay **your** premiums by Direct Debit, if **you** cancel the policy and **your** Direct Debit instructions in such a way that premium is still owing to **us**, **you** must pay **us** the outstanding balance as soon as possible as it forms part of **your** contract with **us**. Failure to do so may damage **your** credit rating and may necessitate the use of debt collection agencies on **our** behalf.

### 2. CHANGE IN CIRCUMSTANCES

**You** must tell **us** as soon as possible if any circumstances on which this insurance was based have changed. Failure to do so will give **us** the right at **our** option to cancel **your** policy from the date of the change. Details that must be advised to **us** include:-

- (a) if **you** change address
- (b) if **you** carry out any structural alterations to **your home**
- (c) if **your home** is used for business purposes other than clerical work
- (d) if **your home** is let, sublet or used as a holiday **home**
- (e) if **you** or a member of **your household** are prosecuted for or convicted of any offence other than motoring offences
- (f) if **you** or a member of **your household** is declared bankrupt or subject to a CCJ
- (g) if **your home** becomes **unoccupied**

### 3. CLAIMS

In the event of a **claim you** must follow as far as is practicable the CLAIMS PROCEDURES set out on page 8.

Failure to do so may result in **your claim** being rejected or reduced or **we** may cancel **your** policy from the start of the current **period of insurance**.

### 4 CONTRACTS (RIGHTS OF THIRD PARTIES)

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

### 5. DUTY OF CARE

**You** must:

- (a) do all that is reasonably possible to:
  - (i) protect the property insured
  - (ii) prevent, or reduce the extent of, **damage**
  - (iii) prevent accidents or **bodily injury**
- (b) keep any property insured under this policy in good condition

### 6. FRAUD

If any **claim** under this policy involves fraud by **you** or anyone acting on **your** behalf, **you** shall not be entitled to any benefit under the policy and all cover under the policy shall cease.

### 7. GOVERNING LAW AND LANGUAGE

This policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply. If there is any dispute as to which law applies it shall be English law. **We** will communicate with **you** in English at all times.

### 8. OTHER INSURANCE

If any loss, damage or legal liability covered by this policy is also covered by another insurer, **our** liability will be **our** rateable proportion of any **claim**.

## SECTION 1 – BUILDINGS

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| <b>We</b> will pay for loss of or damage to <b>buildings</b> caused by an Insured Event 1. to 10. and Extensions 11-17 below:       | <b>We</b> do not pay for loss of or damage to <b>buildings</b> caused by the following:<br>(i) The <b>excess</b> detailed in <b>your</b> Schedule.<br>(ii) The exclusions listed in this column.   |
| 1. Fire, Smoke, Explosion, Lightning and Earthquake   | (i) Smoke damage by any gradually operating cause.   |
| 2. Storm or Flood.  | (i) Damage to gates, fences or tennis courts.<br>(ii) Damage caused by frost, subsidence, landslip or heave.   |
| 3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals                                     | (i) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.<br>(ii) Malicious damage by any person lawfully in <b>your home</b> .  |
| 4. Subsidence or heave of the site beneath the <b>buildings</b> or Landslip causing the <b>buildings</b> or part of it to collapse. | (i) Damage to terraces, patios, drives, paths, garden walls, outdoor swimming pools, fishponds, ornamental ponds and tennis courts unless the foundations beneath the external walls of <b>your home</b> are damaged at the same time.<br>(ii) Damage caused by the bedding down of new structures or settlement of newly made up ground.<br>(iii) Damage to solid floor slabs or resulting from their movement, unless the foundations beneath the external walls of <b>your home</b> are damaged at the same time.<br>(iv) Damage caused by coastal erosion.<br>(v) Damage resulting from demolition or structural repairs or alterations to the <b>buildings</b> .<br>(vi) Faulty workmanship or design or defective materials in the <b>building</b> . |
| 5. Escape of water or oil from any fixed water or heating installation or domestic appliance.                                       | (i) The repair of the part of the installation from which water or oil escapes.<br>(ii) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.  |
| 6. Freezing of domestic water and heating installations resulting in damage thereto.  | (i) Damage due to age, rust, corrosion, wear and tear.<br>(ii) Damage due to poor insulation or lagging.<br>(iii) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.  |
| 7. Theft or attempted theft   | (i) Damage if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.<br>(ii) Theft by a member of <b>your household</b> or a lodger, tenant or paying guest.  |
| 8. Impact involving an aircraft, aerial device or anything by falling from them, or by a train, vehicle or animal.                  | (i) Damage caused by insects or by domestic pets owned <b>you</b> or anyone residing in <b>your home</b> .   |
| 9. Breakage or collapse of satellite dishes, receiving aerials their fittings or masts.   | (i) Damage to the satellite dish, aerial, fitting or and mast itself.  |

|  |   |
|--|---|
| <p>10. Falling trees, branches, telegraph poles or lamp posts including the cost of removing any that cause damage to the <b>home</b>.</p> | <ul style="list-style-type: none"> <li>(i) Damage to tennis courts.</li> <li>(ii) The cost of removal if <b>buildings</b> are not damaged at the same time.</li> <li>(iii) Damage due to tree felling, lopping or topping operations undertaken on the site of <b>your home</b>.</li> </ul> |
|--|---|

## **EXTENSIONS TO SECTION 1**

| <b>WHAT IS ALSO COVERED</b>   | <b>WHAT IS NOT COVERED</b>   |
|---|--|
| <p><b>11. Underground Pipes and Cables</b><br/> <b>Accidental damage</b> to underground pipes and cables supplying the <b>building</b> but this cover is limited to £1,000 in respect of all work necessary to clear a blocked underground pipe.</p>  | <ul style="list-style-type: none"> <li>(i) Damage for which <b>you</b> are not legally responsible</li> <li>(ii) Wear, tear and gradual deterioration.</li> <li>(iii) Blockage by anything deliberately discharged into a drain by <b>you</b> or with <b>your</b> permission.</li> </ul>                         |
| <p><b>12. Glass, Ceramic Hobs and Sanitary Ware</b><br/>           Accidental breakage of fixed glass, solar panels, ceramic hobs or tops in fixed units and sanitary ware.</p>   | <ul style="list-style-type: none"> <li>(i) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.</li> <li>(ii) Damage to fixed glass in furniture.</li> </ul>  |
| <p><b>13. Alternative Accommodation or Loss of Rent</b><br/>           The cost of comparable alternative accommodation or Loss of rent receivable for the period that the <b>buildings</b> are uninhabitable in consequence of damage due to an Insured Event 1. to 10. on page 12 - 13 or <b>accidental damage</b> on page 14.<br/>           This extension is subject to a maximum limit of 20% of Sums insured on <b>buildings</b> as shown in <b>your</b> Schedule.</p> | <ul style="list-style-type: none"> <li>(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.</li> </ul>   |
| <p><b>14. Emergency Access</b><br/>           Damage to <b>your home</b> and Garden caused by forced access to attend:</p> <ul style="list-style-type: none"> <li>(i) a medical emergency</li> <li>(ii) an event that would result in damage to <b>your home</b> by an Insured Event 1. to 10. on pages 12 - 13.</li> </ul>   |  |
| <p><b>15. Sale of your home</b></p> <ul style="list-style-type: none"> <li>(i) When <b>you</b> have exchanged contracts to sell <b>your home</b> the buyer will have benefit of cover under Section 1 until completion of the sale.</li> </ul>  | <ul style="list-style-type: none"> <li>(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.</li> <li>(ii) If <b>we</b> have agreed to insure <b>your new home</b> Section 1 cover shall commence from the exchange of contracts</li> </ul> |
| <p><b>16. Locks and Keys</b><br/>           The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in <b>your home</b> required due to the keys being accidentally lost or stolen.<br/>           This extension is subject to a maximum limit of £1,000.</p>   |  |
| <p><b>17. Trace and Access</b><br/>           Where the <b>buildings</b> are insured and if they are damaged due to an escape of water from any fixed water or heating installation for which <b>you</b> are legally responsible <b>we</b> will pay the reasonable cost that <b>you</b> incur in finding the source of damage.<br/>           The most <b>we</b> will pay is £5,000 but not more than £2,500 for a water leak outside the <b>home</b>.</p>                    | <ul style="list-style-type: none"> <li>(i) The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.</li> </ul>   |

### **ACCIDENTAL DAMAGE (optional)**

This extension applies to **buildings** cover when shown in **your** schedule and up to a maximum sum insured as shown in **your** schedule

| <b>WHAT IS ALSO COVERED</b>   | <b>We do not pay for</b>   |
|---|--|
| 1. Sudden, unintentional and unexpected physical breakage or damage that can be seen. | (i) The <b>excess</b> stated in <b>your</b> schedule<br>(ii) Any loss or damage that is excluded by the <b>General Exclusions</b> to this policy.<br>(iii) Damage caused by domestic pets belonging to anyone residing in <b>your home</b> , or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.<br>(iv) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 consecutive days.<br>(v) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.<br>(vi) Demolition, structural alterations, or structural repair to the <b>building</b> .<br>(vii) Mechanical or electrical fault, breakdown or failure.<br>(viii) Faulty workmanship, defective design or the use of defective materials. |

### **INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 1 – BUILDINGS**

The sum insured on **buildings** will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

The renewal premium will be calculated on the amount of the sum insured, as at renewal date with such adjustment.

### **BASIS OF SETTLEMENT OF CLAIMS UNDER SECTION 1 – BUILDINGS**

In event of a **claim** under Section 1 **we** will pay for the loss or damage including **Fees, Removal of debris** and the cost of complying with **local authority requirements** or, at **our** sole option, **we** will repair or reinstate the **buildings** to a condition as near as possible to the condition immediately before the loss or damage occurred.

If the repair or reinstatement is not carried out **we** will pay the resultant reduction in the market value but not to exceed the amount that would have been expended on the repair or reinstatement had the work been carried out without delay.

**We** will not pay for any reduction in the market value of **your home** following repair or reinstatement.

The most **we** will pay for all loss or damage resulting from one insured incident under Section 1 is the sum insured shown in **your** Schedule, adjusted by any inflation index linking due under the provisions of the policy plus any amount due in respect of Extension 13 – Alternative Accommodation or Loss of Rent.

A deduction will be made for wear and tear if:

- (i) **the buildings** are not maintained in good condition or
- (ii) the sum insured on **buildings** at the time of the damage is less than the full cost of rebuilding the **buildings** as new, including **Fees** and **Removal of debris**.

## SECTION 1a - PROPERTY OWNERS LIABILITY

| WHAT IS COVERED  | WHAT IS NOT COVERED  |
|--|--|
| <p>1. <b>We</b> will pay all amounts which <b>you</b> become legally liable to pay as owner (not as occupier) of the <b>buildings</b> and its land for damages and <b>costs and expenses</b> if accidental:</p> <p>(i) <b>bodily injury</b> to any person, or</p> <p>(ii) <b>damage</b> to material property occurs during the <b>period of insurance</b>.</p> <p>2. Cover under 1. above also extends to the:</p> <p>(i) <b>buildings</b> of any <b>home you</b> used to live in.</p> <p>(ii) <b>buildings</b> for 7 years after the date of cancellation of the <b>Buildings</b> section of this policy due to sale of the <b>buildings</b>.</p> <p>but only in respect of <b>your</b> legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975.</p> <p>INDEMNITY LIMIT</p> <p>The most <b>we</b> will pay for any <b>claim</b> including <b>costs and expenses</b> is the Property Owners Liability indemnity limit shown in the schedule.</p> | <p>1. Liability arising from:</p> <p>(a) <b>bodily injury</b> of a member of the <b>household</b> or any person employed by a member of the <b>household</b>.</p> <p>(b) <b>damage</b> to property belonging to or under the control of a member of the <b>household</b> or person employed by a member of the <b>household</b>.</p> <p>(c) an agreement unless liability would have existed without the agreement.</p> <p>(d) any business, profession or occupation.</p> <p>(e) a <b>claim</b> under the Defective Premises Act which is insured by a more recent or current policy.</p> <p>(f) costs of remedying any fault or alleged fault in any private residence <b>you</b> previously owned or occupied.</p> <p>(g) the ownership or use of any lift or <b>motor vehicle</b>.</p> <p>2. Liability for:</p> <p>(a) fines, penalties or punitive, exemplary, aggravated or multiplied damages.</p> <p>(b) liquidated damages.</p> <p>3. Liability covered by any other insurance.</p> |

### SPECIAL NOTES (not forming part of the Policy):

Owners of **buildings** need to insure their liability as property owner and this cover is provided under Section 1a (legal liability).

However, accidents resulting in **bodily injury** to third parties or damage to their property that happen in **buildings** or on land are, by law, usually the responsibility of the occupier (the person who lives in the **building** or on the land) rather than the owner.

The Property Owners' Liability as insured under Section 1a of this policy does not cover **your** legal liability as the occupier of the **home** or its land.

If **you** are both the owner and the occupier of the **building**, then to protect yourself **you** will need to purchase Occupiers' Liability cover, which **we** provide under Section 2a of this policy when **you** purchase **Contents** Insurance.

## SECTION 2 – CONTENTS

| WHAT IS COVERED   | WHAT IS NOT COVERED   |
|---|---|
| <p><b>We</b> will pay for loss of or damage to <b>contents</b> when in <b>home</b> caused by an Insured Event 1. to 10. And Extensions 11-23 below:</p> | <p><b>We</b> do not pay for loss of or damage to <b>contents your</b> caused by the following:</p> <p>(i) The <b>excess</b> detailed in <b>your</b> Schedule.</p> <p>(ii) The exclusions listed in this column.</p> |
| <p>1. Fire, Smoke, Explosion, Lightning and Earthquake</p>  | <p>(i) Smoke damage by any gradually operating cause.</p>   |
| <p>2. Storm or Flood.</p>   |   |
| <p>3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.</p>   | <p>(i) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.</p> <p>(ii) Malicious damage by any person lawfully in <b>your home</b>.</p>   |

|   |   |
|---|---|
| 4. Subsidence or heave of the site beneath the <b>buildings</b> or Landslip causing the <b>buildings</b> or part of it to collapse. | (i) Damage caused by coastal erosion.   |
| 5. Escape of water or oil from any fixed water or heating installation or domestic appliance.                                       | (i) The repair of the part of the installation from which water or oil escapes.<br>(ii) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.   |
| 6. Accidental loss of domestic heating oil or metered water. The maximum amount payable is limited to £2,000.                       | (i) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days  |
| 7. Theft or attempted theft.  | (i) Loss by deception, except where deception is used solely to gain entry into <b>your home</b> .<br>(ii) Loss or damage caused by <b>you</b> or a member of <b>your household</b> .<br>(iii) Loss while <b>your home</b> or any part of it is lent, let, sub-let or occupied by paying guests unless violent force has been used to enter or leave <b>your home</b> .<br>(iv) Loss of <b>money</b> unless involving entry to or exit from <b>your home</b> by forcible and violent means or entry by deception.<br>(v) Loss of <b>money</b> or <b>valuables</b> from garages or outbuildings.<br>(vi) Loss or damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days. |
| 8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.                     | (i) Damage caused by insects or by domestic pets owned by <b>you</b> or anyone residing in <b>your home</b> .   |
| 9. Damage to satellite dishes and receiving aerials, their fittings or masts due to breakage or collapse.                           |   |
| 10. Falling trees, branches, telegraph poles or lamp posts  | (i) Damage due to tree felling, lopping or topping undertaken on the site of <b>your home</b> .   |

## **EXTENSIONS TO SECTION 2**

| <b>WHAT IS ALSO COVERED</b>  | <b>WHAT IS NOT COVERED</b>   |
|--|--|
| <p><b>11. Glass in furniture, Mirrors, and Glass or Ceramic Hobs.</b><br/>Accidental breakage of glass tops to furniture and fixed Glass in furniture, mirrors or glass or ceramic hobs to Freestanding cookers.</p>   | (i) Damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.  |
| <p><b>12. Theft of Keys</b><br/>The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in <b>your home</b> required due to the keys being accidentally lost or stolen. This extension is subject to a maximum limit of £1,000.</p> |  |
| <p><b>13. Contents</b> (including trees, shrubs, plants and flowers) <b>In the Garden</b><br/>Loss or damage to <b>contents</b> in the garden of <b>your home</b> as a result of an Insured Event 1. and 3-10 on pages 15 and 16.</p>                                  | (i) Damage caused by domestic pets belonging to anyone residing in <b>your home</b> , or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.<br>(ii) <b>Money</b> or <b>valuables</b> .<br>(iii) Pedal cycles. |



|   |   |
|---|---|
| <p>This extension is subject to a maximum limit of £1,000 of the sum insured on <b>contents</b> as shown in <b>your</b> Schedule.</p>   | <p>(iv) Loss or damage caused by storm or flood.<br/>(v) Loss or damage occurring if <b>your home</b> is left <b>unoccupied</b> for more than 31 days.</p>  |
| <hr/>   |   |
| <p><b>14. Alternative Accommodation or Loss of Rent</b><br/>Loss of Rent receivable or the reasonable cost of comparable alternative accommodation for the period that the <b>buildings</b> are uninhabitable as a consequence of damage due to an Insured Event 1. to 10. on pages 15 and 16 or <b>accidental damage</b> on page 18.<br/>This extension is subject to a maximum limit of 20% of the sum insured on <b>contents</b> as shown in <b>your</b> Schedule.</p>   |   |
| <hr/>   |   |
| <p><b>15. Contents Temporarily Removed from Your Home</b><br/>Loss of or damage by any Insured Event 1 to 10 on page 15 and 16 to <b>contents</b> temporarily removed from <b>your home</b>:</p>  | <p>(i) Loss of <b>money</b> by theft.</p> <p>(i) Loss or damage to property removed for sale or exhibition or to a furniture depository.<br/>(ii) Loss or damage caused by malicious persons or vandals.<br/>(iii) Loss or damage caused by storm or flood to property not in a <b>building</b>.<br/>(iv) Loss or damage by theft, unless from a <b>building</b> and there is forcible or violent entry to or exit from it.</p> |
| <p>(a) into a bank, safe deposit, occupied private dwelling house or any <b>building</b> where members of <b>your household</b> are living or carrying on their business in the <b>territorial limits</b>.<br/>(b) elsewhere in the <b>territorial limits</b>.</p>  |   |
| <hr/>   |   |
| <p><b>16. Tenants' Liability For Damage</b><br/>Where <b>you</b> are the tenant and not the owner of <b>your home</b>, the insurance by this policy is extended to cover the amounts <b>you</b> become legally liable to pay under the terms of <b>your</b> tenancy agreement for: the <b>buildings</b>, including decorations or landlords' fixtures and fittings due to loss or damage as set out in Insured Events 1. to 10. and extensions 11. and 12. of Section 1 of this policy.<br/><b>Amount payable</b><br/>This extension is subject to a maximum limit of £5,000.</p> | <p>(i) The first £1,000 of each and every loss involving Subsidence, Heave or Landslip.</p>   |
| <hr/>   |   |
| <p><b>17. Household Removal</b><br/>Loss or damage to <b>contents</b> while they are being moved by professional furniture removers from <b>your home</b> to <b>your</b> new permanent <b>home</b> (including temporary storage in a furniture storage unit for up to 7 consecutive days).</p>  | <p>(i) Loss or damage of <b>money</b> or any item defined under <b>personal possessions</b>.</p>  |
| <hr/>   |   |
| <p><b>18. Fatal Injury Benefit</b><br/>Death of a member of <b>your household</b>, in the <b>home</b>, if this happens as a direct result of a fire, explosion, lightning or intruder.<br/>This extension is subject to a maximum limit of £5,000 per person and £10,000 in all.</p>  | <p>(i) Death caused by any person insured by this policy.<br/>(ii) Death occurring more than three months after the incident.</p>   |
| <hr/>   |   |
| <p><b>19. Title Deeds</b><br/>Loss or damage to the title deeds of <b>your home</b>, if the originals are lost or due to an Insured Events in 1. to 10. on page 15 and 16.</p>  |   |

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## 20. Religious Festival and Wedding Gifts

**We** will increase the sums insured under Section 2 **Contents** by 20% for gifts and provisions brought in connection with a family celebration such as a wedding or a religious festival such as Christmas.

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## 21. Freezer Foods

Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. This extension is subject to a maximum limit of £500, should **you** require additional cover please see Section 5 on page 22.

- (i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
- (ii) Any loss or damage that is excluded by the **General Exclusions** to this policy.

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## 22. Business Contents

Loss of or damage to **business equipment** whilst in the **home** caused by an Insured Event 1. to 10. on page 15 and 16 or **accidental damage** (if shown as insured on **your** schedule) on page 18.  
This extension is subject to a maximum limit of £5,000.

- (i) **Accidental damage** to mobile phones, laptops or portable computer equipment.
- (ii) Damage caused by domestic pets belonging to anyone residing in **your home**, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.

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## 23. Student Belongings

Loss of or damage to **contents** in student accommodation in the **territorial limits** where members of **your household** are living caused by an Insured Event 1. to 10. on page 15 and 16 or **accidental damage** (if shown as insured on **your** schedule) on page 18.  
Please ensure that **you** are adequately insured by including any **contents** covered under this section in **your** total sum insured under Section 2 – **Contents**.

- (i) Loss or damage by theft, unless from a **building** and there is forcible or violent entry to or exit from it.
- (ii) Loss of **money**.
- (iii) Loss or damage caused by storm or flood to property not in a **building**.
- (iv) Loss or damage caused by malicious persons or vandals.

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## **ACCIDENTAL DAMAGE (optional)**

This extension applies to **your contents** cover when shown in **your schedule** and up to a maximum sum insured as shown in **your** schedule.

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### **WHAT IS ALSO COVERED**

1. Sudden, unintentional and unexpected physical breakage or damage that can be seen.

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### **We do not pay for**

- (i) The **excess** stated in **your** schedule
  - (ii) Any loss or damage that is excluded by the **General Exclusions** to this policy.
  - (iii) Damage caused by domestic pets belonging to anyone residing in **your home**, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.
  - (iv) Damage occurring if **your home** is left **unoccupied** for more than 31 consecutive days.
  - (v) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.
  - (vi) Demolition, structural alterations, or structural repair to the **building**.
  - (vii) Mechanical or electrical fault, breakdown or failure.
  - (viii) Faulty workmanship, defective design or the use of defective materials.
-

## INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 2 – CONTENTS

The sum insured on **contents** will be adjusted monthly in line with the Retail Prices Index (Consumer Durables Section). No additional premium will be charged for these adjustments but the renewal premium will be calculated on the sum insured at the renewal date resulting from these adjustments.

## BASIS OF SETTLEMENT UNDER SECTION 2 – CONTENTS – ‘NEW FOR OLD’

Following loss or damage by any insured event under Section 2:

a) Provided that at the time of loss or damage the sum insured on **contents** is at least equal to the cost of replacing all the **contents** as new (less a deduction for wear and tear or betterment on clothing and **household** linen).

**We** will at **our** sole option either:

- (i) arrange to repair or replace any item(s) of **contents** lost or damaged, or
- (ii) pay the cost of repairing or replacing any item(s) of **contents** lost or damaged, or
- (iii) make a payment to **you** for any item(s) of **contents** lost or damaged.

b) If the sum insured at the time of loss or damage is less than equal to the cost of replacing all the **contents** as new, then a deduction will be made by **us** for wear, tear or betterment on any item(s) lost or damaged.

If **we** elect to repair or replace any item(s) of **contents** lost or damaged and **you** reject this basis of settlement the **claim** will be settled on the basis of the cost of replacement less a deduction for wear and tear.

## MAXIMUM AMOUNT PAYABLE UNDER SECTION 2 CONTENTS – ‘NEW FOR OLD’

The maximum amount payable in respect of any one incident insured by Section 2 of this policy is the sum insured shown in **your** Schedule adjusted by any inflation index linking due under the provisions of the policy plus any amount due in respect of Extension 14 – Loss of Rent or Cost of Alternative Accommodation, from which shall be deducted any **excess**.

Unless **your** Schedule provides for an increased amount, the following limits shall apply and these amounts represent the maximum that **we** will pay for the items concerned in the event of a **claim** and do not broaden or add to the Insured Events covered under the said Section 2:

**Valuables** in total: Not exceeding one third of the **contents** sum insured.

Any one **valuable**: £2,500 or 10% of the **contents** sum insured, whichever is higher.

**Money**: £500.

## SECTION 2a – OCCUPIERS’ & PERSONAL LIABILITY, ACCIDENTS TO DOMESTIC EMPLOYEES

| <b>WHAT IS COVERED</b>   | <b>WHAT IS NOT COVERED</b>  |
|--|---|
| <p>1. OCCUPIERS’ AND PERSONAL LIABILITY</p> <p><b>We</b> will pay all amounts for which a member of the <b>household</b> (or after the death of that member of the <b>household</b> the legal representatives) becomes legally liable to pay as damages and <b>costs and expenses</b>:</p> <ul style="list-style-type: none"><li>(i) as occupier of the <b>buildings</b>, or</li><li>(ii) in any other personal capacity</li></ul> <p>for accidental <b>bodily injury</b> to any person or <b>damage</b> to property occurring during the <b>period of insurance</b>.</p> <p>INDEMNITY LIMIT</p> <p>The most <b>we</b> will pay for any <b>claim</b> including <b>costs and expenses</b> is the Occupiers’ and Personal Liability indemnity limit shown in the schedule.</p> | <ul style="list-style-type: none"><li>1. Liability arising from:<ul style="list-style-type: none"><li>(a) <b>bodily injury</b> to a member of the <b>household</b> or any <b>domestic employee</b>.</li><li>(b) <b>damage</b> to property belonging to or under the control of a member of the <b>household</b> or any <b>domestic employee</b>.</li><li>(c) an agreement unless liability would have existed without the agreement.</li><li>(d) any business, profession or occupation.</li><li>(e) ownership of any land or <b>building</b> including the <b>buildings</b>.</li></ul></li><li>2. Liability arising from ownership, possession or use of any:<ul style="list-style-type: none"><li>(a) aircraft or hovercraft (other than models).</li><li>(b) watercraft (other than models) unless propelled solely by hand or foot.</li><li>(c) <b>motor vehicle</b>.</li></ul></li></ul> |

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- (d) caravans or trailers while being towed or while attached to a vehicle.
  - (e) dog of a type described in the Dangerous Dogs Act 1991, Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation of similar intent.
  - (f) living creatures other than pets that are normally domesticated in the United Kingdom.
  - (g) firearms (except shotguns or air guns used for sporting activities).

3. Liability for:

- (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages
- (b) liquidated damages.

4. Any action for damages brought in a court of law outside the **territorial limits**.

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2. ACCIDENTS TO **DOMESTIC EMPLOYEES**

**We** will pay all amounts for which a member of the **household** becomes legally liable to pay as damages and **costs and expenses** for **bodily injury to domestic employees** occurring during the **period of insurance** within the **territorial limits** and arising from the work they are employed to do.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Liability to **Domestic Employees** indemnity limit shown in the schedule but limited to £5,000,000 in respect of any liability directly or Indirectly caused by, resulting from or in any connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability, the burden of proving to the contrary shall be upon **you**.

Liability for:

- (a) which compulsory motor insurance or security is required.
- (b) or arising out of any business or profession of a member of the **household**.
- (c) fines, penalties or punitive, exemplary, aggravated or multiplied damages.
- (d) liquidated damages.

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3. UNRECOVERED COURT AWARDS

**We** will pay the outstanding amount awarded to **you, Your** spouse or domestic partner living with **you**, by a court in the **territorial limits** which is still unpaid 3 months after the date of the award, but only if this section would have insured **you** had the award been made against **you**.

INDEMNITY LIMIT

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

1. An award against:

- (a) which an appeal is pending.
- (b) a member of the **household**.

2. Any award arising directly or indirectly from the activities of any business, profession or occupation.

## OPTIONAL EXTENSIONS available if Section 2 has been purchased

### BASIS OF SETTLEMENT UNDER EXTENSIONS 3, 4, 5 and 6

**Claims** under Extensions 3 and 6 shall, as far as possible, follow the basis of settlement for Section 2 – **Contents** as set out on page 19.

**Claims** under Extensions 4 and 5 shall be settled based upon the actual loss sustained, subject to the limits stated.

### SECTION 3 – PERSONAL POSSESSIONS IN & AWAY FROM THE HOME

| <b>WE WILL PAY FOR</b>   | <b>WE WILL NOT PAY FOR</b>  |
|--|---|
| <p>Accidental loss or damage to items owned by a member of <b>your household</b>. The cover applies anywhere in the <b>territorial limits</b> and for up to 60 days worldwide in any <b>period of insurance</b>.</p> <p>The maximum <b>we</b> will pay in respect of any one item is £2000 (unless specifically listed on <b>your</b> schedule), with a maximum for any one event being the sum insured shown against Section 3 – '<b>Personal Possessions</b>' in <b>your</b> Schedule.</p> <p>Please see <b>your</b> schedule for the specific type of <b>personal possessions</b> cover that is included in <b>your</b> policy.</p> | <ul style="list-style-type: none"><li>(i) The <b>excess</b> stated in <b>your</b> Schedule.</li><li>(ii) Any loss or damage that is excluded by the <b>General Exclusions</b> to this policy.</li><li>(iii) Damage due to wear and tear.</li><li>(iv) Damage caused by cleaning, washing, repairing, restoring or renovating.</li><li>(v) Damage to any sports equipment during the course of play or use.</li><li>(vi) Damage caused by domestic pets owned by <b>you</b> or anyone residing in <b>your home</b>, or by vermin, insects, damp, mildew, rot or fungus.</li><li>(vii) Theft from an unattended <b>motor vehicle</b>, unless all the doors, sunroofs and boot or hatchback have been locked and the alarm activated and the item or items stolen concealed in a locked boot or compartment.</li><li>(viii) Loss due to delay, confiscation or detention by any authority.</li></ul> |

### SECTION 4 – PERSONAL MONEY AND CREDIT CARDS

| <b>WE WILL PAY FOR</b>   | <b>WE WILL NOT PAY FOR</b>  |
|--|---|
| <p>(a) Loss of <b>money</b> used solely for private, social or Domestic purposes.</p> <p>The maximum <b>we</b> will pay in respect of any one event is the limit shown against Section 4 Personal <b>Money</b> and Credit Cards in <b>your</b> Schedule.</p> <p>(b) Fraudulent use by unauthorised persons of lost or Stolen credit, charge, cheque, debit and cash cards issued in the <b>territorial limits</b>.</p> <p>The maximum <b>we</b> will pay in respect of <b>claims</b> arising from any one event of loss or theft of <b>money</b> or a card or cards is the limit shown against Section 4 <b>Money</b> and Credit Cards in <b>your</b> Schedule.</p> <p>Cover applies to anywhere in the <b>territorial limits</b> and for up to 60 days worldwide in any <b>period of insurance</b>.</p> | <ul style="list-style-type: none"><li>(i) Any loss or damage that is excluded by the <b>General Exclusions</b> to this policy.</li><li>(ii) Securities, certificates (other than savings certificates) and documents.</li><li>(iii) Depreciation in the value of <b>money</b>.</li><li>(iv) Loss of <b>money</b> caused by errors or omissions in payments, receipts or book-keeping.</li><li>(v) Loss of <b>money</b> used or held for business or professional purposes.</li><li>(vi) Any Loss not reported to the Police within 24 hours of discovery.</li><li>(vii) Loss of cards not reported to the police and the issuing organisation within 24 hours of discovery.</li><li>(viii) Fraudulent use by any member of <b>your household</b>.</li></ul> |

## SECTION 5 – FREEZER FOODS

| <b>WE WILL PAY FOR</b>   | <b>WE WILL NOT PAY FOR</b>   |
|--|--|
| Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes.<br>Please note this is in addition to the £500 cover provided under Section 2 – <b>Contents</b> . | (i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.<br>(ii) Any loss or damage that is excluded by the <b>General Exclusions</b> to this policy. |

## SECTION 6 – PEDAL CYCLES

| <b>WE WILL PAY FOR</b>   | <b>WE WILL NOT PAY FOR</b>  |
|--|---|
| Accidental loss of or damage to the pedal cycle or pedal cycles as detailed in <b>your</b> Schedule including any accessories attached.<br>The cover applies anywhere in the <b>territorial limits</b> .<br><b>Our</b> maximum liability for a cycle will be the amount detailed in <b>your</b> Schedule and wear and tear will be taken into account in any <b>claims</b> settlement. | (i) The <b>excess</b> stated in <b>your</b> Schedule.<br>(ii) Any loss or damage that is excluded by the <b>General Exclusions</b> to this policy.<br>(iii) Damage caused by domestic pets owned by <b>you</b> or anyone residing in <b>your home</b> , or by vermin, insects, damp, mildew, rot or fungus.<br>(iv) Cycles used for professional purposes, racing, pacemaking or speed trials.<br>(v) Theft of the cycle or any part of the cycle when left unattended outside the boundaries of the land belonging to <b>your home</b> unless the cycle is in a locked <b>building</b> or has been securely locked to an immovable object.<br>(vi) Helmets and cycle clothing.<br>(vii) Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time. |

## ADVICE TO ASSIST YOU IN REDUCING THE POSSIBILITY OF LOSS

If any of **your** property is lost destroyed or damaged by an insured event, **you** will be entitled to make a **claim**. However, a **claim** payment cannot recompense **you** for the inconvenience **you** suffer as a result of the incident, especially if it results in **you** having to move out of **your home** while repairs are carried out. Therefore, **we** are including some advice to assist **you** in reducing the possibility of loss, to **our** mutual benefit.

The areas of advice have been linked to the damage most likely to occur or most likely to cause **you** a great deal of inconvenience, i.e. Fire, Burst Pipes, Flood, Break-ins, Theft, etc. It is not a condition of the insurance that **you** follow this advice, but if **you** can demonstrate that **you** did, the **claims** process is likely to be more straightforward.

Some of the advice from different Sections should be followed in particular circumstances, so please familiarise yourself with all of the following. For example, if **you** were going away on holiday during the winter months it would be appropriate to follow 2.c. or d. and 4.i.

### **1. FIRE**

|  |  |
|--|--|
| Lives are lost each year due to fires.     | (a) Install smoke detectors – at least one in the on each floor.   |
| Overloaded electrical sockets cause fires. | (b) Check electrical sockets. If <b>you</b> discover too many plugs connected to one socket, spread them around.<br>(c) If <b>you</b> do not have enough sockets, have more installed.<br>(d) Consider having a residual contact breaker fitted. |

|   |  |
|---|--|
| Chimneys with excess deposits in them cause fires.              | (e) If <b>you</b> have an open fire:<br>(i) Have the chimneys swept regularly.<br>(ii) Use a fire guard but do not hang clothes on it.   |
| Clothes drying near to heaters cause fires.                     | (f) Do not place clothing near to heating appliances.  |
| Children playing with matches cause fires.                      | (g) Don't leave matches where children can reach them.   |
| Overheated cooking oil causes fires.                            | (h) Do not leave hot fat or oil unattended on a cooker.<br>(i) If it catches fire, smother it with a damp cloth or blanket. DO NOT POUR WATER ON IT!   |
| Faulty gas appliances cause fire and, more importantly, deaths. | (j) Have gas appliances checked regularly to ensure they are:<br>(i) Working properly.<br>(ii) Not leaking carbon monoxide or exhaust gasses.<br>(k) Never cover the appliance or its air vents. |

## 2. BURST PIPES

|  |   |
|--|---|
| Pipes are vulnerable to burst if frozen. A main inlet can pour out 300 gallons of water through <b>your home</b> in a single hour. If <b>you</b> are away when this happens and action is not taken promptly, the effect can be devastating. | (a) Protect <b>your</b> pipes and tanks with proper lagging.<br>(b) If <b>you</b> have a frozen pipe use gentle heat to defrost it, e.g. a hot water bottle and don't leave it to thaw on its own - it may burst when <b>you</b> are not there!<br>(c) If <b>you</b> are going away during winter, leave <b>your</b> heating on at the normal setting. During very cold weather it is not sufficient to have the heating come on for an hour or two each day.<br>(d) If <b>you</b> do not want to leave the heating on, then turn off the central heating, turn off the mains stopcock and drain down the water system.<br>(e) If a pipe bursts while <b>you</b> are at <b>home</b> , turn off the stopcock and the central heating then run all of the taps to drain the system. |
| Faulty stopcocks can add to the severity of a Burst Pipes loss.  | (f) Know where the stopcock is so that <b>you</b> can turn it off in an emergency.<br>(g) Make sure the stopcock can be turned on and off. If it cannot, then call a plumber to rectify the fault.  |

## 3. FLOOD

|  |   |
|--|---|
| Flood can cause devastation to a house and may take many months to dry out.    | (a) If <b>you</b> receive a flood warning, move as much as <b>you</b> can to upper floors, especially valuable items. |
| If a house is dried too quickly, problems may develop time and mould may form. | (b) Take advantage of any offers of physical over protection devices, e.g. sandbags.                                  |

## 4. BREAK-INS

|   |   |
|---|---|
| Break-ins tend to increase at time of economic difficulty.<br>The damage done to <b>your home</b> could be traumatic and stolen items of sentimental value are impossible to replace. | (a) Install a burglar alarm, make sure it is visible, use it and maintain it.<br>(b) Make sure that <b>your</b> exit doors have good mortice deadlocks (at least 5 lever) and <b>your</b> windows have adequate security devices and that <b>you</b> use them when <b>you</b> leave the house.<br>(c) Check that <b>your</b> doors are strong enough.<br>(d) Fit exterior security lights of the type that come on when someone approaches. |
|---|---|

- 
- (e) Use time switches to give the appearance of **your home** being occupied when **you** are out.
  - (f) Keep cash, keys, car keys and credit cards out of sight. Do not leave keys on a key rack near to the front door.
  - (g) Do not leave large quantities of cash or expensive jewellery in **your home**.
  - (h) Join a neighbourhood watch scheme.
  - (i) When **you** go away, cancel the milk and papers and try to arrange for a friend or neighbour to visit occasionally to make sure everything is alright and to ensure that mail does not accumulate where it can be seen.
  - (j) Use marking equipment so that any stolen property can be identified.
  - (k) Take photographs of expensive items for use as evidence in the event of loss.
- 

## 5. THEFT FROM GARDENS AND OUTBUILDINGS

Theft from gardens and outbuildings is prevalent.

- (a) Do not keep high value items in **your** shed, e.g. sets of golf clubs, etc.
  - (b) Lay out **your** garden, especially the front garden, to reduce the cover for intruders who want to break into **your home**, shed, etc.
  - (c) Ensure that outbuildings, especially sheds and garages, have adequate locking devices and that locks and hasps & staples cannot be by-passed by unscrewing them.
  - (d) Lock away tools and ladders.
  - (e) Motorcycles, trailers and cycles should be locked to ground anchors (N.B. these items are not part of the **contents** for insurance purposes).
- 

## 6. THEFT OF MONEY AND CREDIT CARDS

The loss of **money** and/or credit cards, especially when stolen, can be extremely inconvenient

- (a) Do not carry **your** purse or wallet where it is obvious and vulnerable.
  - (b) Do not keep pin numbers near credit and debit cards.
  - (c) Report stolen credit, debit and bank cards immediately so that they can be stopped before the thief has time to try to use them.
- 

## 7. THEFT OF BICYCLES

A large number of bicycles are stolen each week and it is not unknown for a person to have four or five bicycles stolen over a period of months.

- (a) Whenever **you** leave **your** bicycle, even for a few minutes, make sure it is locked to an immovable object using a good quality lock.
  - (b) If **you** have quick release wheels, take the front wheel off and put the lock through both wheels.
  - (c) Make a note of all distinguishing details and take a good quality colour photograph for use by the police in trying to identify **your** bicycle from others they recover.
  - (d) If possible, get **your** local cycle dealer to stamp **your** postcode on the frame.
-