

Home Insurance Policy

from Adrian Flux



Adrian Flux Insurance Services

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

In the event of a claim please call: **0115 934 9852**

Customer Service: **0344 381 6505**

or visit our website: **adrianflux.co.uk**

Authorised and regulated by the Financial Conduct Authority



This is your AmTrust Home Insurance policy document.

If you have any questions about this policy document, schedule or statement of fact, please contact Adrian Flux Insurance Services who will be pleased to help you.

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The contract of insurance

This policy document, the schedule and any endorsements form a legally binding contract of insurance between **you** and **us** and should be read as one document. They set out what is covered and what is not covered, together with the **sums insured** and any special terms applicable.

This contract is based on the information **you** gave **us** in **your** proposal or statement of fact. **You** must tell Adrian Flux Insurance Services if any of this information is incorrect or if it changes, otherwise **you** may not be covered. This insurance covers liability, loss or damage that happens during any **period of insurance** for which **you** have paid, or agreed to pay, the premium. Please check that the contract is suitable for **your** needs.

Adrian Flux Insurance Services whose address is East Winch Hall, East Winch, King's Lynn, Norfolk. PE32 1HN, are authorised and regulated by the Financial Conduct Authority (FCA) registration number 307071. These details can be checked on the Financial Services, Register at www.fca.org.uk.

The terms of **your** insurance contract are based on the information that **you** have provided **us** with. **You** are under a legal duty to ensure that **you** have not made a **misrepresentation** to **us**. Depending on the type of **misrepresentation** made, this could result in **your** insurance contract being rendered void, resulting in **you** no longer having any cover under this policy or result in cover being amended, or **us** reducing proportionately the amount of **your** claim **we** pay to take account of any increased premium that **we** would have charged.

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, the law applying to this contract is English law.

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.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim. Further information is available from the FSCS. The FSCS can be visited on the internet at: www.fscs.org.uk or be contacted on 020 7741 4100.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, Financial Services Register number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

AmTrust Europe Limited is registered in England and Wales under number 01229676. Registered office: Market Square House, St James Street, Nottingham, NG1 6FG.

Signed for and on behalf of AmTrust Europe Limited.

A handwritten signature in black ink, appearing to read 'Gerry Bucke', written in a cursive style.

Gerry Bucke

Adrian Flux Insurance Services

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 hot irons.
- 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 tank freezing.
- 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 key-operated 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 evening or 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.

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 £250 in total;
- stamp, coin, medals, banknotes or other collections up to £5,000 in total;
- guests' clothing and **personal belongings** up to £500 in total;
- **valuables**:
 - up to £12,000 in total, 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 £3,000 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, 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.

Definitions (continued)

Credit card(s)

Credit, cheque, debit and charge cards which **you** or a member of **your family** own or are legally responsible for.

Domestic employee(s)

A person employed under a contract of service with **you** and employed to carry out domestic duties associated with **you** or the **home** and not employed under a contract for services or employed in connection with any business trade or profession.

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**.

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.

Misrepresentation

You will be deemed to have made a **misrepresentation** if **you** deliberately, recklessly or carelessly answer **our** specific questions incorrectly.

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 and luncheon vouchers;
- travel tickets and season tickets;
- phonecards or mobile phone top-up vouchers;

This excludes **credit cards**.

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.

Definitions (continued)

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, hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis, sailboards, windsurfers or watercraft or any parts or accessories for these items;
- any property which is more specifically insured by this or other insurance.

Storm

Strong winds of 41 knots/47mph or more, accompanied by rain, hail or snow. Beaufort scale number 9.

Sum(s) insured

The amount shown on the schedule is the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or on the schedule.

This should represent the cost of reinstating the **building(s)** and is the maximum amount **we** will pay for each item insured under any section.

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 60 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 named on the schedule, who have insured **you** under this contract.

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.

What is covered

Insured Events

Loss or damage to the **buildings** during the **period of insurance** caused by the following:

- 1 Fire and smoke.
- 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.
- 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 including the cost of removing fallen trees or branches if the **buildings** have been damaged at the same time.

What is not covered

The amount of the excess shown in the schedule except for Insured events 13 and 14 (please see page 10 for details of these).

- Scorching, singeing, melting and smoke damage arising gradually out of repeated exposure
- Loss or damage caused by pets or insects.
- Loss or damage caused to:
 - paths or drives by the weight of any vehicle;
 - roads, land, pavements, piers, jetties, bridges and culverts.
- Loss or damage to the radio or television aerial (including satellite dishes) itself.
- Loss or damage:
 - to fences and gates;
 - caused by cutting down or trimming trees or branches.
 - The cost of removing fallen trees or branches if they have not caused damage to the **buildings**.

Section one: Buildings (continued)

What is covered

10 Theft or attempted theft.

11 Malicious acts or vandalism.

12 **Storm** or flood.

What is not covered

- Loss or damage:
 - caused by **you** or **your** guests, tenants or any **occupant**;
 - while the **home** is **unfurnished** or **unoccupied**;
 - while the **home** is lent, let, sublet or shared, unless there has been forced and violent entry into or exit out of the **home**;
 - 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**.
- Loss or damage:
 - caused by **you** or **your** guests, tenants or any **occupant**;
 - while the **home** is **unfurnished** or **unoccupied**.
- 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.

Section one: Buildings (continued)

What is covered

- 13 Water or oil leaking or spilling from any fixed domestic water or heating installation or drainage, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.

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

What is not covered

- The first £250 of every claim unless stated otherwise in the policy schedule.
- Loss or damage caused by:
 - subsidence, heave or landslip;
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
 - dry rot
 - sinks, baths, showers and bidets overflowing due to the taps being left on or the water left running unattended.
- Loss or damage:
 - to the installation itself;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- 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, settling, expanding or shrinking;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal settlement, shrinkage or expansion;
 - 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 **home** 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.

Benefits included with buildings

We will also cover the following:

What is covered

1 Accidental breakage

Accidental breakage of:

- fixed glass in Windows, Doors, Skylights, Fanlights, Greenhouses, Conservatories, Verandas forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
- fixed sanitary fittings;
- ceramic glass in cooker hobs and glass oven doors of built-in units;
- fixed solar panels forming part of the **buildings**.

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, excluding cover for **money, valuables** and **personal belongings**.
- 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 the below for up to two weeks:
- the cost of alternative accommodation of a similar standard for **you, your family** and **your** pets.

What is not covered

- The amount of the excess shown in the schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- Any amount over £30,000 for any one claim.

Benefits included with buildings (continued)

What is 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**.

4 Emergency access

Loss or damage to the **buildings** caused by a member of the emergency services breaking into the **home**:

- to rescue **you**, a member of **your family**, a guest, a tenant or an employee or any other **occupant**;
- to deal with a medical emergency; or
- to prevent damage to the **home**.

5 Building fees and the cost of removing debris

After a claim, which is covered by an insured event under Section one: **Buildings**, **we** will pay the following:

- the cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the **buildings**;
- the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe;
- 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.

What is not covered

- Any claim for loss or damage to the **buildings** if the buyer is insured under any other insurance.
- Any amount over £50,000 for any one claim.
- Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of the **buildings**, except the foundations of the damaged parts of the **buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;
 - for making the site stable.

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.

7 Metered water

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

Up to £500 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.

8 Tracing and accessing leaks

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

What is not covered

- The amount of excess shown in the 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 landslide.
- 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.
- The amount of excess shown in the schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- The amount of excess shown in the schedule.
- Any amount over £5,000 for any one claim.
- The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.

Accidental damage to buildings

The schedule will show if this cover applies.

What is covered

Accidental damage to the buildings.

What is not covered

- The amount of the excess shown in the schedule.
- Damage caused by:
 - pets, vermin or insects;
 - fungus, wet or dry rot;
 - frost, the atmosphere, or fading caused by light;
 - the **buildings** moving, settling, shrinking, collapsing or cracking;
 - 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 culverts, lawns or grass, plants and trees.
- 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
 - 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 immediately prior to the loss or damage occurring.

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

- the cost of repairing or replacing the damage, less a deduction for wear and tear;

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite, collection, carpets and other floor coverings 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 at renewal of the policy if **you** make a claim.

Sum insured

The most **we** will pay under Section one: **Buildings** is the **sum insured** shown on the schedule. This includes the extra expenses and fees listed under benefit 5 (**Buildings** 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 rebuilding 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 measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the **sum insured** for **buildings**.

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 power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic gardening equipment not licensed for road use)
 - aircraft, 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 directly or indirectly:

- 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;
- from **you** owning or using or being responsible for
 - any aircraft, hovercraft or watercraft
 - any caravan, trailer or motorised vehicle
 - any animal;
- from **your** job or while **you** are carrying on any business or profession, except to the extent that **your** ownership of the **buildings** may be considered to be a business;
- from **you** accepting an obligation as part of an agreement or contract which **you** would have avoided if **you** had not entered into that agreement or contract;
- from pollution or contamination of any kind unless caused by a sudden, identifiable, unintended and unexpected accident which occurs in its entirety at a specific moment in time during the **period of insurance** by this Policy. **We** shall treat all pollution or contamination which arises out of one such accident as having happened at the time the accident occurs;
- from being the owner of any property or land other than
 - **your buildings**, or
 - any private dwelling **you** used to own and occupy but no longer do, provided that **your** liability arises solely because of Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises of the Defective Premises (Northern Ireland) Order 1975, and no other insurance covers the liability.

Section two: Contents

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to the **contents** while in the **home** during the **period of insurance** caused by the following:

- 1 Fire and smoke.
- 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.
- 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.

What is not covered

The amount of the excess shown in the schedule except for Insured event 13.

- Scorching, singeing, melting and smoke damage arising gradually out of repeated exposure.
- Loss or damage caused by pets.
- Loss or damage caused by cutting down or trimming trees or branches;
- The cost of removing fallen trees or branches if they have not caused damage to the **buildings**.

Section two: Contents (continued)

What is covered

10 Theft or attempted theft

11 Malicious acts or vandalism

12 **Storm** or flood

What is not covered

- Any amount over £5,000 for loss or damage from any garage or outbuilding for any one claim.
- Loss or damage:
 - caused by **you** or **your** guests or tenants or any **occupant**;
 - while the **home** is **unfurnished**, or **unoccupied**;
 - while the **home** is lent, let, sublet, or shared, unless there has been forced and violent entry into or exit out of the **home**;
 - to **valuables** or **money** in any garage or outbuilding;
 - where the property is obtained by any person using any form of payment which proves to be counterfeit, false fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason;
 - caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception has been used to gain entry into the **home**;
- Loss or damage:
 - caused by **you** or **your** guests or tenants or any **occupant**;
 - while the **home** is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - frost;
 - rising ground water levels.
- Loss or damage to **contents** outside the **home**.

Section two: Contents (continued)

What is covered

13 Water or oil leaking or spilling from any fixed domestic water or heating or drainage installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.

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

What is not covered

- The first £250 of every claim unless stated otherwise in the policy schedule.
- The cost of the water or oil.
- Loss or damage caused by:
 - faulty workmanship;
 - chemicals or a chemical reaction;
 - water escaping from guttering, rainwater downpipes, roof valleys and gullies;
 - dry rot;
 - sinks, baths, showers and bidets overflowing due to the taps being left on or the water left running unattended.
- Loss or damage:
 - to the installation itself;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering the **buildings**;
 - normal settlement, shrinkage or expansion;
 - solid floor slabs moving, unless the foundations beneath the supporting walls of the **home** are damaged at the same time and by the same cause.

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 and oven doors in free-standing cookers;
- mirrors.

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:
- 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 excluding cover for **money, valuables,** and **personal belongings.**
- 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 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.

What is not covered

- The amount of the excess shown in the schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- Any amount over £12,000 for any one claim.

Benefits included with contents (continued)

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**.

4 Metered water

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

Contents.

Up to £500 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.

What is not covered

- The amount of excess shown in the 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, computer software or data of any kind;
 - mobile or portable phones or pagers;
 - all equipment designed to be portable, while it is being carried, moved or transported;
 - video cameras and camcorders.
- The amount of excess shown in the schedule.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

Benefits included with contents (continued)

What is not covered

What is covered

5 Household removal

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

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.

- The amount of excess shown in the 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.**
- The amount of excess shown in the schedule.
- Any amount over £1,500 of the **sum insured** under this section, 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 **building** in which **you** are temporarily residing, or working in;
 - while the **contents** are in a furniture store, salesroom or exhibition;
 - while the **contents** are being worn, used or carried by **you**;
 - from a mobile **home**, caravan or motor **home**.

Benefits included with contents (continued)

What is not covered

What is covered

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 amount of excess shown in the schedule.
- Any amount over £500 for any one claim, except for free-standing 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 £5,000 to cover **your** wedding gifts.

9 Religious festivals and birthday or wedding anniversaries

For seven days before and seven days after **your** religious festival, birthday or wedding anniversary, **we** will increase the **sum insured** for **contents** by £5,000 to cover associated gifts.

10 Replacing keys and locks

If **your** keys are lost or stolen, **we** will pay for replacement locks and keys to:

- intruder alarms and safes installed in the **home**; and
- an outside door of the **home**.

- Any amount over £300 for any one claim;
- The cost of replacing keys and locks to a garage or outbuilding.

Benefits included with contents (continued)

What is covered

11 Fridge and freezer contents

Loss or damage to food or drink in any freezer or refrigerator at the **home** caused by:

- a change in temperature of the fridge or freezer;
- contamination by the escape of refrigerant or refrigerant fumes.

12 Compensation for death

If **you** die from an injury within six months of the injury happening, **we** will pay £5,000 for each person killed, as long as the injury happens in the **home** as a result of:

- fire and smoke;
- earthquake, explosion or lightning;
- aircraft and other flying objects or anything dropped or falling from them;
- strikes and labour or political disturbances;
- being hit by any vehicle, train or animal;
- theft or attempted theft;
- **storm** or flood;
- riot or civil commotion.

13 Domestic oil

Accidental leakage of heating oil from domestic tanks, caused by an event insured under Section two: **Contents**.

What is not covered

- The amount of excess shown in the schedule.
- Any amount over £500 for any one claim.
- Loss or damage:
 - caused by the deliberate act of the supply authority;
 - caused by deliberate act or neglect;
 - if **your** gas or electricity is cut off because **you** have not paid a bill.

- Any person under 16 years of age.

- The amount of excess shown in the schedule.
- Any amount over £500 for any one claim.

Benefits included with contents (continued)

What is covered

14 Replacing documents

We will pay for the cost of replacing the deeds of the **home** and documents which are lost or damaged as a result of an event insured under Section two: **Contents**.

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 to cover the new **Contents**.

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**.

What is not covered

- The amount of excess shown in the schedule.
- Any amount over £250 for any one claim.

- The amount of excess shown in the schedule.
- Any amount over £1,000 for any one claim.

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**.

What is not covered

- The amount of excess shown in the schedule.
- Damage caused by:
 - chewing, tearing, scratching or fouling by pets, vermin and insects;
 - fungus, wet or dry rot;
 - 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
 - Benefits included with **contents**.

Settling claims

We will decide whether to pay the cost of repairing an item or replacing it with a new item in the same form and style, if it is lost or damaged beyond repair. If **we** choose to, **we** can pay the cost of replacing the item using **our** network of suppliers.

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, carpets or other floor coverings 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 **downloaded 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 at renewal of the policy 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.

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 measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the **sum insured** for **contents**.)

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs. If **you** are not able to provide **us** with proof of value and/or ownership, this may affect how **we** deal with **your** claim.

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 power-assisted vehicles (including children's motorcycles and motorcars) or horse-drawn vehicles (other than domestic gardening equipment not licensed for road use)
 - aircraft, 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 £5,000 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 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.

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.

What is not covered

- The amount of the excess shown in the schedule.
- Loss or damage:
 - while the **home** is **unfurnished** or **unoccupied**;
 - shown under the "What is not covered" part of Section one: **Buildings**.
- 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.

What is not covered

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**, **money** and **credit cards**.

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 £250.

We will pay up to £250 for sums which **you** become legally liable to pay under the terms of **your** personal **credit card** agreement if it is used by anyone without **your** permission.

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 to place item on cover.

What is not covered

- The amount of the excess shown in the 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 from the **home** 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 electronic information**, 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

Section three: Personal items (continued)

What is not covered

What is covered

- 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.
- 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**.
- Any loss or theft of **credit cards**;
 - which is not reported to the Police and the card company within 24 hours of discovering it;
 - due to **you** breaking the conditions of using the **credit cards**;
 - arising from unauthorised use by **you** or any **occupant**.
- 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

We will decide whether to pay the cost of repairing an item or replacing it with a new item in the same form and style if it is lost or damaged beyond repair. If **we** choose to, **we** can pay the cost of replacing the item using **our** network of suppliers.

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 **downloaded 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 at renewal of the policy 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 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.)

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

In settling claims for loss or damage to any specified personal item valued £2,500 or more, **you** must provide **us** with the original purchase receipt or a written valuation, which is less than five years old, from a professional valuer.

If **you** are not able to provide **us** with adequate evidence of value, this may affect how **we** deal with **your** claim.

General exclusions

The following exclusions apply to the whole of **your** insurance.

This insurance does not cover:

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

caused by, contributed to or arising from the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution, 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.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.
- 6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind.
- 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: 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 or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

General exclusions (continued)

- 10 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your family**, guests, tenants, any **occupant** or employees.
- 11 Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.
- 12 Loss or damage occurring before cover starts or arising from an event that occurs before the **period of insurance**.

General conditions

The following conditions apply to the policy as a whole.

If **you** do not comply with these conditions **we** may at **our** option, reduce the amount of any claim payment, refuse to deal with **your** claim, cancel **your** policy or declare **your** policy void.

1 Care

You must keep **your** property in a good condition and state of repair, and take 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 steps to reduce the costs of these proceedings.

2 Changes

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;
- intend to make structural alterations or extensions to the **home**.

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

General conditions (continued)

3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims, **you** must:

- give **us** (at **your** expense) any documents, information and evidence **we** need;
- tell the police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number;
- take 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

In order to process **your** claim **we** may need to gain access to any **building** where loss or damage has happened. If access is not granted **we** may not be able to process **your** claim.

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** knew about 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.

General conditions (continued)

6 Cancellation

You right to change **your** mind.

You may cancel the insurance, without giving reason, by sending Adrian Flux Insurance Services written notice and returning the insurance documents within 14 days of receiving the insurance documents or within 14 days of the start date of the policy (whichever is later). A full refund is due providing **you** have not made a claim. If cancelling after the period stated above a pro rata refund is given provided no claims have been made.

Cancellation after the cooling off period (14 days)

You may cancel this insurance after the cooling off period by giving Adrian Flux Insurance Services notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim within the **period of insurance**).

We may cancel the insurance by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. 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.

7 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.

8 More than one home

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

9 Building Works

You must provide **us** with full details of any **building** work over £25,000 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.

Making a claim

If **you** need to make a claim:

- Check **your** policy document and **your** schedule to see if **you** are covered.
- Give immediate notice to the police in respect of any theft, attempted theft, malicious damage or vandalism and obtain an incident number.
- Contact **us** on 0115 934 9818 as soon as possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next.
- Do all **you** can to get back any lost or stolen property and tell **us** without unnecessary delay if any property is later returned to **you**.
- Let **us** know if **you** receive any information or communication about the event or cause.
- Make no admission of liability or offer, promise or payment without **our** written consent.

Complaints Procedure

If your complaint is about the way a policy was sold to you:

If at any time **you** have any query or complaint regarding the way the policy was sold, **you** should refer to Adrian Flux who sold the policy to **you**.

Adrian Flux Insurance Services
East Winch Hall
East Winch
King's Lynn
Norfolk
PE32 1HN

Tel. No. 0344 381 6505

If your complaint is about the administration of your claim:

AmTrust Europe Limited aim to give our Insured a high level of service at all times. However, if **you** have a complaint about **your** claim please contact:

AmTrust Europe Complaints
AmTrust Europe Limited
Market Square House
St James's Street
Nottingham
NG1 6FG

Tel. No. +44 (0) 115 934 9852

Email. complaints@amtrusteu.co.uk

We will contact **you** within five days of receiving **your** complaint to inform **you** of what action **we** are taking. **We** will try to resolve the problem and give **you** an answer within four weeks. If it will take **us** longer than four weeks **we** will tell **you** when **you** can expect an answer.

Alternatively, at any stage, **you** may have the right to contact the Financial Ombudsman Service who can review complaints from 'eligible complaints' which includes private individuals and sole traders and small traders and small partnerships with a yearly turnover of less than £1 million.

Further information can be found at: <http://www.financial-ombudsman.org.uk/default.htm>.

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel. No. 0800 023 4567 or 0300 123 9123

Email. complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect any legal right **you** have to take action against **us**.

Data Protection & Privacy Statements

Data Transfer Consent

By purchasing this insurance policy with AmTrust Europe Ltd, **you** have consented to the use of **your** data as described below.

Data Protection Policy

We are committed to protecting **your** privacy including sensitive personal information; please read this section carefully as acceptance of this insurance policy will be regarded as having read and accepted these Terms and Conditions.

Sensitive Information

Some of the personal information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to provide the services described in **your** policy documents.

How we use and protect your information and who we share it with

We will use **your** information to manage **your** insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, administrators, third party underwriters and reinsurers.

Your information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties. **We** may use and share **your** information with other members of the AmTrust group companies (The Group). **We** will provide an adequate level of protection to **your** data.

We do not disclose **your** information to anyone outside The Group except:

- Where **we** have **your** permission
- Where **we** are required or permitted to do so by law
- To credit reference and fraud prevention agencies
- Other companies that provide a service to **us** or **you**
- Where **we** may transfer rights and obligations under this agreement.

We may transfer **your** information to other countries and jurisdictions on the basis that anyone to whom **we** pass it provides an adequate level of protection. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Your Rights

Under the Data Protection Act 1998 **you** have certain rights regarding access to **your** information. **You** have the right to see a copy of the personal information **we** hold about **you**, if **you** believe that any of the information **we** are holding is incorrect or incomplete, please let **us** know as soon as possible. To provide a copy of the information **we** may ask **you** for a small fee.

