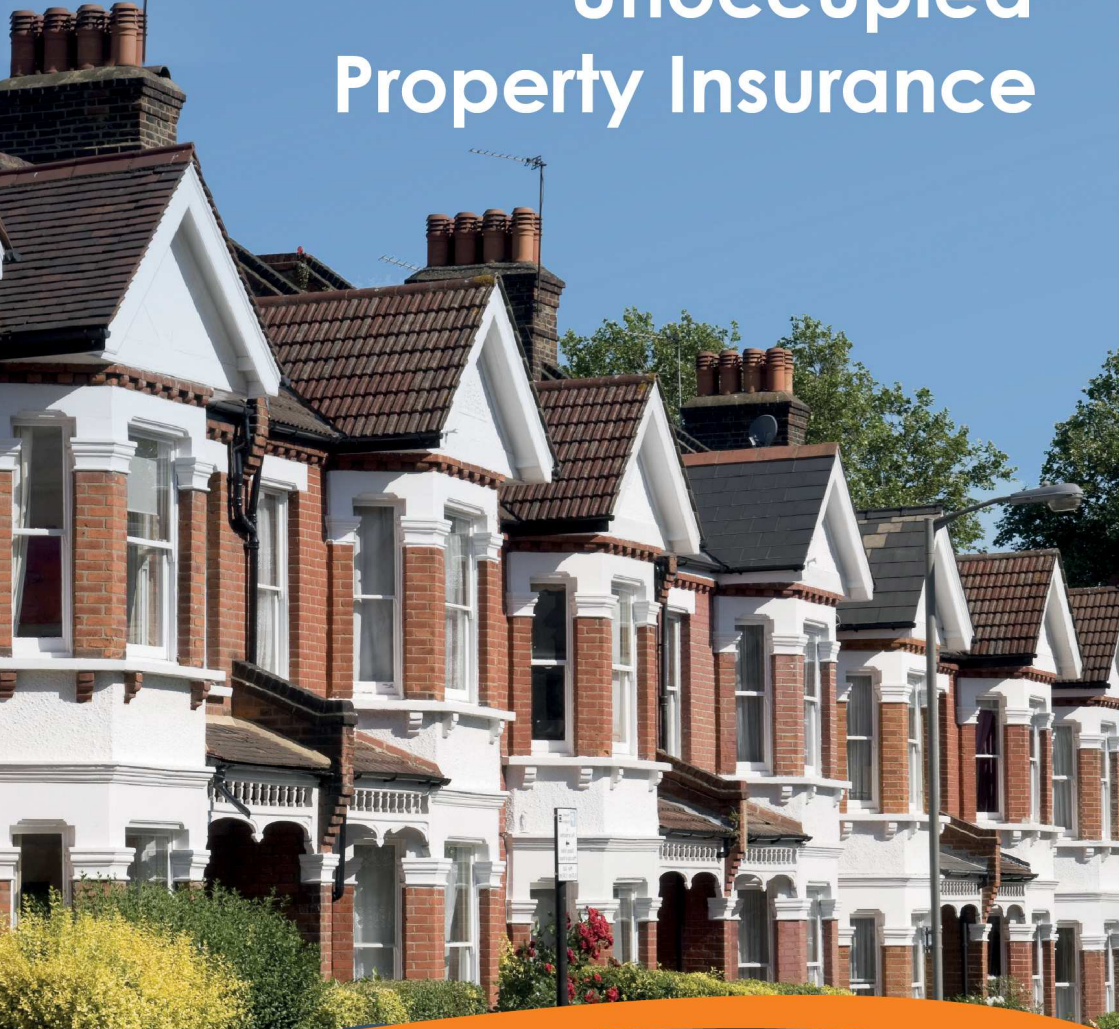


Adrian Flux Unoccupied Property Insurance



www.adrianflux.co.uk

ADRIAN FLUX

modern approach, traditional values

This is your Unoccupied Property Insurance policy document.

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

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The contract of insurance

This policy has been arranged by Adrian Flux Insurance Services on behalf of Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, who are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk or by contacting the FCA on 0800 111 6768.

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

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

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

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

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

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not their individual joint and are limited solely to the extent of subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

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.

The Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Signed for and on behalf of Certain Underwriters at Lloyd's



Gerry Bucke
Adrian Flux Insurance Services

Definitions

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

Buildings

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

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

Contents

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

Contents does not include:

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

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.

Private residence

The living accommodation at the address shown on the schedule.

We, us, our

The insurer named on the schedule and certain underwriters at Lloyd's who have insured **you** under this contract. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

You, your

The person or people named on the schedule.

Section one: Buildings

The schedule will show if this cover applies.

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

Section one: Buildings (continued)

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

Section one: Buildings (continued)

What is covered

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

What is not covered

- 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 **your buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the **private residence** is damaged at the same time and by the same cause;
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause; or
 - **your buildings** if the loss or damage is covered by law or the National House Building Council Scheme, or other similar guarantee.

- 15 Storm.

- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslide; or
 - rising ground water levels.
- Loss or damage to:
 - fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, hedges, fences and gates; or
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

Extra benefits included with buildings

We will also cover the following.

What is covered

1 Selling the private residence

If **you** sell the **private residence**, from the date **you** exchange contracts, **we** will give the buyer the benefit of Section one: Buildings until the sale is completed, as long as this is within the **period of insurance**.

2 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 expenses or losses **we** have agreed to:

- The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild **your buildings**.
- The cost of removing debris and demolishing or supporting parts of **your buildings** which have been damaged, to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of **your buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

3 Metered water

Accidental leakage of metered water caused by an insured event.

Up to £500 in any **period of insurance** for charges **you** have to pay to **your** water provider.

What is not covered

- Any claim for loss or damage to **your buildings** if the buyer is insured under any other insurance.
- Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of **your buildings**, except the foundations of the damaged parts of **your buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened; or
 - for making the site stable.
- Any amount over 12.5% of the sum insured for **buildings** for any one claim.

Settling claims

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

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

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

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

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

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

Sum insured

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

Under-insurance

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

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

Maintaining the sum insured

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

Index linking

The sum insured will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

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

Section two: Contents

The schedule will show if this cover applies.

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

Section two: Contents (continued)

What is covered

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

What is not covered

- The first £500 of every claim unless stated otherwise in the policy schedule.
- The cost of the water or oil.
- Loss or damage caused by:
 - faulty workmanship;
 - the escape of water from guttering, rainwater down pipes, roof valleys and gullies.
- Loss or damage:
 - to free-standing, hot tubs, jacuzzis or spas;
 - to the installation itself;
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
- Loss or damage unless during the period from 1st November to 31st March all mains supplies are turned off and the water and central heating systems are drained or the central heating system is kept running to maintain a temperature of 15 degrees centigrade throughout the **private residence**.

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

- 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 **your buildings**;
 - or
 - solid floors moving, unless the foundations beneath the supporting walls of the **private residence** are damaged at the same time and by the same cause.

- 15 Storm.

- Loss or damage caused by:
 - frost; or
 - rising ground water levels.

Settling claims

Basis of settling claims

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

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

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

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

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

Sum insured

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

Under-insurance

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

Maintaining the sum insured

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

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

If **you** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

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

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.

Section three: Liability

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

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

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

What is covered

Liability as the owner or occupier

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

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

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

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

What is not covered

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

Section three: Liability (continued)

What is covered

Liability as the owner or occupier (continued)

What is not covered

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

Section three: Liability (continued)

What is covered

Liability as the owner of previous private residences

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

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

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

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

Accidents to domestic employees

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

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

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

What is not covered

You are not covered for liability arising:

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

- Bodily injury arising from any infectious disease or condition.

General exclusions

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

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

caused by, contributed to or arising from the following:

- 1 Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution and any similar event.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects 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 any act of any person or organisation involving:

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

General exclusions (continued)

- 10 Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your** family, guests, tenants or employees.
- 11 The activities of any contractor in connection with work to extend, renovate, convert, repair, refurbish, redecorate or modernise the **buildings**. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the property, including where **you** are working in **your** capacity as a professional tradesman.

General conditions

The following conditions apply to the whole of your insurance.

1 Reasonable care

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

You must take all reasonable care to prevent bodily injury; loss, damage, injury or accidents to the property; and maintain the **buildings** and **contents** in a good state of repair. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

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

2 Changes to your cover

You must tell **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.

You must tell **us** about the following if **you**:

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

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

3 Claims

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

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

- give **us** (at **your** own 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 all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

General conditions (continued)

4 Our rights after a claim

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

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

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

5 Fraudulent claims

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.

6 Disagreement over the amount of the claim

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

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

7 Cancellation

You may cancel the insurance by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will return any premium **you** have paid providing **you** have not made a claim.

You may cancel this insurance after the first 14 days, by giving **us** notice in writing. **We** will refund the part of **your** premium based on the short period cancellation charges below, providing **you** have not made a claim. This applies to each and every **period of insurance**.

Up to 1 month's cover – 25% of the premium will be retained
Up to 2 months' cover – 35% of the premium will be retained
Up to 3 months' cover – 45% of the premium will be retained
Up to 4 months' cover – 55% of the premium will be retained
Up to 5 months' cover – 65% of the premium will be retained
Up to 6 months' cover – 75% of the premium will be retained
Up to 7 months' cover – 85% of the premium will be retained
Up to 8 months' cover – 95% of the premium will be retained
8 months or more – 100% of the premium will be retained

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**, providing **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.

8 Other insurance

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

9 More than one private residence

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

10 Compliance with policy terms

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

11 Your duty to disclose information

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

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

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

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

Making a claim

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

- Check **your** policy booklet 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 0844 412 4266 as soon as reasonably possible, quoting **your** policy number. **We** will register **your** claim and tell **you** what to do next.
- Do all **you** reasonably 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.

How to complain

We aim to give **our** customers a high level of service at all times and deal with claims fairly and promptly under the terms of this policy. However, if **you** are unhappy with the service that **we** provide, **you** should firstly contact:

Adrian Flux Insurance Services,
East Winch Hall, East Winch,
King's Lynn,
Norfolk PE32 1HN
Phone: 0844 888 5511

If **your** complaint is about a claim, please contact **your** claims handler whose details will be shown in **your** claims documents.

If the matter remains unresolved, it may be referred to:

Policyholder & Market Assistance,
Lloyd's Market Services,
One Lime Street,
London EC3M 7HA
Phone: 020 7327 5693
Fax: 020 7327 5225
Email: complaints@lloyds.com

Details of the Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help", available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the:

Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR

These procedures do not affect **your** right to take legal action.



ADRIAN FLUX

modern approach, traditional values

telephone
0844 888 5511

www.adrianflux.co.uk