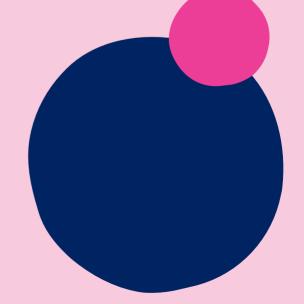
# Pick and Protect home insurance

**Buildings and Contents policy document** 





# **Guide to your document**

	Page
Welcome to your Home Insurance	2
Buildings Cover and Buildings Landlords Cover	3
Buildings Accidental Damage Cover	6
Buildings Conditions	7
Contents, Starter Contents and Student Contents Covers	8
Contents Accidental Damage Cover	13
Contents Working from Home Cover	13
Student Contents Extension Cover	13
Contents Conditions	14

# Welcome to your Home Insurance

# **Explaining this document**

This document contains terms and conditions for the **Buildings**, **Contents**, **Starter Contents and Student Contents Covers** under the Pick and Protect home insurance policy.

This document must be read in conjunction with the separate General Terms and Conditions home policy document for your full terms and conditions and definitions.

We also cross refer to the other available policy document(s); any wording in blue refers to a section of cover within the policy document(s), such as Buildings Cover. It is important that you keep this document with your separate General Terms and Conditions home policy document and any other relevant document(s). This cover only applies when shown on your schedule.

# **Definitions**

Wherever the following words or phrases appear in **bold** in this policy, they have a defined meaning as referenced in the separate **General Terms and Conditions home policy document.** 

# **Buildings and Buildings Landlords Cover**

This cover only applies when shown on your schedule.

Section	Buildings Cover	Buildings Landlord Cover	
The Buildings	~	V	
Loss of rent and the cost of alternative accommodation (If you are a Landlord, we will cover loss of rent and/or alternative accommodation for your tenant(s))	V	V	
Malicious damage by tenant(s)	×	V	
Replacement locks	<b>✓</b>	V	
Emergency Access	<b>✓</b>	V	
Tracing and accessing leaks	<b>✓</b>	V	
Buildings sets and pairs	~	V	
Your liability to the public	<b>~</b>	V	
Selling your home	~	V	
Available Enhancements	Buildings Cover	Buildings Landlord Cover	
Buildings Accidental Damage Cover	~	~	
Buildings Protected No Claim Discount	~	V	

## What is covered

# **Buildings and Buildings Landlords Cover**

will pay the costs of rebuilding or repair, if **your buildings** suffer loss or damage as detailed in this section. It also covers among other things:

- permanent fixtures in your home like built-in wardrobes, kitchen surfaces, taps, basins, baths and showers;
- outbuildings, boundary walls, gates, pools, drives and paths.

#### What is not covered

**Your** policy does not cover wear and tear or damage that happens gradually over a period of time. Under the **Buildings and Buildings Landlords Cover we** will not cover:

- the excess(es) shown on your schedule (no excess applies to Emergency access and Your liability to the public);
- damage by wet rot or dry rot arising from any cause, except as a direct result of a claim we have already paid and where a tradesperson we approved carried out repairs or preventative action;
- loss or damage to plants in the garden
- anything set out in the General Exclusions section of the separate General Terms and Conditions home policy document.

## The Buildings

**We** will provide cover for loss of or damage to the **buildings** caused by any of the following:

- 1. a. Fire, explosion, lightning or earthquake.
  - b. Smoke except

under (b) we will not cover loss or damage that happens gradually.

2. Storm or flood.

We will not cover loss or damage:

- to fences, gates and hedges;
- caused by frost; or
- · that happens gradually.
- 3. a. Riot, civil unrest, strikes, or labour or political disturbances.
  - b. Malicious people or vandals.

under (b) we will not cover loss or damage:

- · caused by you; or
- that happens after the home has been left unoccupied for more than the period shown on your schedule.

- 4. Being hit by:
  - a. aircraft or other flying objects or items dropped from them; or
  - b. vehicles or animals.

under (b) we will not cover loss or damage caused by domestic animals.

## What is covered What is not covered 5. a. Water escaping from water tanks, pipes, We will not cover loss or damage: equipment or fixed heating systems. that happens after the home has been left unoccupied for more than the b. Water freezing in tanks, equipment or period shown on your schedule; pipes. to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the home; or by subsidence, heave or landslip caused by water escaping. 6. Heating fuel leaking from a fixed heating We will not cover loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule. system. 7. Theft or attempted theft. We will not cover loss or damage: caused by you; or that happens after the home has been left unoccupied for more than the period shown on your schedule. 8. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts. Subsidence or heave of the land on which We will not cover: the buildings stand, or landslip. damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the home unless we also accept a claim for subsidence, heave or landslip damage to the house, flat or its outbuildings (including damage if you knew when this policy started that any part of the buildings has already been damaged by subsidence, heave or landslip, unless you told us about this and we accepted it; damage caused by riverbank or coastal erosion; damage to solid floors caused by infill materials settling, swelling or shrinking; damage caused by **settlement** or by shrinkage or expansion of parts of the buildings; or damage caused by faulty or unsuitable materials, design or poor workmanship. 10. Falling trees or branches. We will not cover costs you have to pay for: If we accept a claim for damage to buildings removing the part of the tree that is still below ground; or by falling trees, we will also pay reasonable restoring the site. costs you have to pay for removing from the a. the fallen part of the tree; or

#### Loss of rent and the cost of alternative accommodation

b. the tree if it has been totally or partly

If the **home** is damaged by any cause covered under the **Buildings Cover** sections numbered 1 to 10 and the damage means **your home** can't be lived in, **we'll** pay:

ground rent you still have to pay;

uprooted.

- rent payable to you, or (if not otherwise insured) reasonable additional alternative accommodation expenses for your tenant;
- reasonable accommodation expenses for all insured persons and their domestic animals

up to the limit shown on your schedule until the home is ready to live in.

In this section 'reasonable additional accommodation expenses' means **we** will pay for alternative accommodation for **you**, **your** domestic pets, **your** tenants and **your** tenant's domestic pets taking all of the circumstances of **your** claim into account, including factors such as **your** and **your** tenant's needs, the alternative (and comparable costs of) accommodation available in the area and the length of time for which it is required. **We** will be happy to discuss this with **you** and may also be able to offer help in finding accommodation.

#### Replacement locks

If keys to the locks of:

- a. external doors of the home; or
- b. alarm systems or domestic safes fitted in the home

are accidentally lost or stolen, we will pay the cost of replacing the locks or lock mechanisms up to the limit shown on your schedule.

#### **Emergency access**

No excess applies to this section.

We will provide cover for damage to the **home** following necessary access to deal with a medical emergency or to prevent damage to the **home**.

#### Tracing and accessing leaks

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

We will not pay more than the limit shown on your schedule for any one incident.

We will not cover the cost of repairing the source of the leak unless it was caused by loss or damage covered under The Buildings cover section.

When **we** refer to 'reasonable cost' **we** mean **we** will pay the costs for goods and services that are competitive in the relevant marketplace.

# **Buildings sets and pairs**

This cover applies to the Buildings and Buildings Landlords Cover and if selected the Buildings Accidental Damage Cover.

We will pay the cost of replacing any undamaged items forming part of:

- a. a fixed sanitary suite;
- b. fitted furniture or tiles in a toilet, shower room, bathroom, kitchen, utility room or bedroom

insured damage happens to matching items of buildings; and

- replacements cannot be matched; The most we will pay to replace undamaged items is the limit shown on your schedule.
- If we ask, you will be required to give us any undamaged items that we have paid to have replaced. We will talk you through this
  process if requested.

#### Your liability to the public

No excess applies to this section. (See the important note overleaf)

## What is covered

We will cover your legal liability to pay damages and claimants' costs and expenses for:

- accidental bodily injury or illness; or
- accidental loss of or damage to property;

happening during the period of insurance and arising:

- from you owning the building and its land; or
- under section 3 of the Defective Premises
   Act 1972 or the Defective Premises
   (Northern Ireland) Order 1975 for any
   home you previously owned and occupied or leased and occupied.

## What is not covered

We will not pay more than the limit shown on **your schedule** for any one incident. We will also pay all **your** costs and expenses that we have already agreed to in writing.

We will not cover liability in connection with:

- you occupying the building and its land;
- any accidental bodily injury or illness to any domestic employee if the injury or illness happens as a result of or in the course of their employment by you;
- loss of or damage to property that belongs to you or is in your care;
- · any motorised vehicle;
- any agreement except to the extent that you would have been liable without that agreement;
- · your trade, business or profession; or
- the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance.

After Buildings and Buildings Landlords Cover is cancelled or ends, the Defective Premises Act cover will continue for 7 years.

#### **Defective Premises Act 1972**

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

#### Important note

This applies to you if you are the owner and occupier of the home insured by this policy.

Accidents that happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

If you are both the owner and the occupier of the **building**, please remember that Your liability to the public does not cover your legal liability as the occupier of the **home** or its land.

So to protect yourself, you will need to arrange contents insurance that provides occupier's liability cover.

# Selling your home

If **you** enter into a contract to sell any **building** insured by this policy, and the **building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This does not apply if other insurance has been arranged by or for the buyer.

# **Buildings Accidental Damage Cover**

This cover only applies when shown on your schedule.

#### What is covered

If **your buildings** were to suffer **accidental damage**, **we** will pay the costs of rebuilding or repair.

#### What is not covered

Under the **Buildings Accidental Damage Cover we** will not cover:

- the excess shown on your schedule;
- anything set out in the General Exclusions section of the separate General Terms and Conditions home policy document.

## **Accidental Damage Cover to buildings**

We will provide cover for accidental damage to the following:

 cables and underground pipes that you are legally responsible for that provide services to or from the buildings;

**We** will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe that **you** are legally responsible for in order to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful. But **we** will not cover damage due to a fault or limitation of design, manufacture, construction or installation.

- septic tanks and drain inspection covers that you are legally responsible for;
- fixed glass and sanitary fittings that form part of the buildings;

This includes glass in solar-panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings). But **we** will not cover loss or damage that happens after the **home** has been left **unoccupied** for more than the period shown on **your schedule**.

 all other accidental damage to the buildings that is not covered by the Buildings and Buildings Landlords Cover. We will not cover:

- damage caused by wear and tear, settlement and shrinkage, vermin, insects, fungus, weather conditions, or any damage that happens gradually;
- damage caused by water entering the home regardless of how this happened (please note – certain water damage is covered under The Buildings cover, please refer to that section).
- damage caused by chewing, scratching, tearing or fouling by domestic animals;
- damage caused by faulty or unsuitable materials or design, or poor workmanship;
- damage caused by building alterations, renovations, extensions or repairs;
- · damage excluded under The Buildings cover section;
- · maintenance and normal redecoration costs; or
- damage caused by subsidence, heave or landslip.

# **Buildings Conditions**

The following conditions apply to the Buildings and Buildings Landlords Cover and Buildings Accidental Damage Cover.

#### 1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of rebuilding the **buildings** to the same specification, including an amount for removing debris, demolition costs and architects' and surveyors' fees.

If we have stated the sum insured as 'Unlimited' on your schedule, we will cover the full cost of rebuilding the buildings to the same specification with no upper limit.

If you have provided the **sum insured** and if at the time of a loss the **sum insured** is too low, **we** will not settle claims on an "as new" basis; instead **we** will reduce any payment to reflect wear and tear and **we** will pay a maximum of the **sum insured**.

#### 2. Settling claims

We can choose to settler your claim by: replacing, reinstating, repairing or payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market.

If we are able to replace property, but we agree to make a cash settlement, we will only pay you what it would cost us to replace the item as if it were new.

#### What we will pay

If we accept a claim for loss or damage to the buildings we will also pay for the following:

- a. Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes. But **we** will not cover fees for preparing any claim.
- b. The cost we agree to pay for demolishing or supporting the damaged parts of the buildings.
- c. The cost of meeting building regulations or municipal or local authority bye-laws. But **we** will not cover any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage.

The most **we** will pay for loss or damage arising out of one incident is the **buildings sum insured** shown on **your schedule** unless otherwise stated.

We will not reduce the sum (or sums) insured by the amount paid under any claim.

## What we will not pay

We will not pay for any reduction in the market value of the home as a result of a claim.

## 3. No Claim Discount

If you make a claim under your policy, we will reduce your No Claim Discount at the renewal date of your policy (unless you have bought the Protected No Claim Discount enhancement).

If you do not make a claim under your policy, we will increase your No Claim Discount until you reach our maximum of 9 years, at the renewal date of your policy.

We do not grant No Claim Discounts for policies running for less than 12 months.

Your schedule shows the number of years No Claim Discount applicable.

#### **Protected No Claim Discount**

This enhancement only applies when shown on your schedule.

Protected No Claim Discount is available to ensure your No Claim Discount will not reduce and your premium will not increase as a direct result of a claim under the Buildings Cover section.

From the day **you** add on **Protected No Claim Discount your No Claim Discount** will not reduce and **your** premium will not increase as a direct result of a claim unless:

2 claims occur within any 5 year period, in which case your No Claim Discount will not reduce but protection against further
claims will be lost, this means if you have a subsequent claim your No Claim Discount will be reduced and your premium will be
impacted at your next renewal.

NOTE – A 5 year period starts when a claim occurs. If another claim does not occur within 5 years, a new 5 year period will start when the next claim occurs.

In order to be eligible for Protected No Claim Discount you must have:

- · 5 years No Claim Discount as calculated by us; and
- · be claim free for at least the last 3 years.

You must also have an excess of at least £100.

See also the General Conditions section of the separate General Terms and Conditions home policy document.

# **Contents, Starter Contents and Student Contents Covers**

**Your** policy does not cover wear and tear. To find out more, please refer to the 'Before you file your policy away' section at the front of this policy document.

Cover only applies when shown on your schedule.

These covers insure your possessions in your property, outbuildings and garden against loss or damage. Three options are available.

Contents Cover – our most extensive contents product.

**Starter Contents Cover** – designed to meet the needs of customers who do not require all the cover offered by **Contents Cover** or do not wish to insure all their possessions.

Student Contents Cover – Specifically designed for students.

The following table outlines the sections that apply to the **Contents**, **Starter Contents** or **Student Contents Cover** option **you** have purchased.

	Contents Cover		Starter Contents Cover		Chudant	
Section	If you do not let out the property	If you are letting out the property	If you do not let out the property	If you are letting out the property	Student Contents Cover	
Contents in the home	~	~	~	~	~	
Business equipment	<b>v</b>	×	×	×	×	
Replacement locks	~	~	~	~	~	
Food in freezers	~	×	×	×	×	
Domestic heating fuel and metered water	~	~	×	×	×	
Loss of rent and the cost of alternative accommodation (If you are a Landlord, we will cover loss of rent and/or alternative accommodation for your tenant(s))	V	V	×	x	x	
Household removals	~	~	~	~	~	
Occupier's, personal and employer's liability (Employer's liability does not apply to Student Contents cover)	V	V	V	V	V	
Tenant's liability (This cover is only available if you are a tenant)	~	×	~	×	~	
Title deeds	<b>v</b>	×	×	×	×	
Emergency access	<b>v</b>	<b>~</b>	~	~	~	
DIY removal/Contents in transit to or from college or university	×	×	~	~	~	
Tenants' improvements (This cover is only available if you are a tenant)	~	×	×	×	×	
Contents sets and pairs	<b>~</b>	<b>~</b>	×	×	×	
Personal Money in the home	~	×	<b>✓</b>	×	~	
Malicious damage by tenant(s)	×	<b>~</b>	×	~	×	

The following table outlines the extra covers that are available to enhance each contents cover.

	Conten	Contents Cover		Starter Contents Cover	
Available Enhancements	Enhancements available for your main residence	Enhancements available for other properties	Enhancements available for your main residence	Enhancements available for other properties	Student Contents Cover
Contents Accidental Damage Cover	<b>V</b>	~	~	~	~
Contents Working from Home Cover	V	×	×	×	×
Student Contents Extension Cover	<b>V</b>	×	×	×	×
Contents Protected No Claim Discount	V	~	~	~	~

Under the Contents, Starter Contents and Student Contents Cover(s) we will not cover:

- the excess(es) shown on your schedule (but no excess applies to Occupier's, personal and employer's liability and Emergency access);
- · property insured by any other policy;
- bonds, stocks, shares and documents of any kind unless included under personal money;
- motorised vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these;
- any part of the structure of the **home** including ceilings and wallpaper;
- items used for business or professional purposes (except the cover stated under the Business equipment cover);
- · loss or damage to plants in the garden
- · any living creature; or
- · anything set out in the General Exclusions section of the separate General Terms and Conditions home policy document.

#### Contents in the home

10. Falling trees or branches.

W	hat is covered	What is not covered
the the	e will provide cover for loss of or damage to e contents in the home caused by any of e following:  a. Fire, explosion, lightning or earthquake.  b. Smoke	under (b) <b>we</b> will not cover loss or damage that happens gradually.
2.	Storm or flood	
3.	<ul><li>a. Riot, civil unrest, strikes and labour or political disturbances.</li><li>b. Malicious people or vandals.</li></ul>	<ul> <li>Under (a) and (b) we will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying your power.</li> <li>Under (b) we will not cover loss or damage:</li> <li>caused by you; or</li> <li>that happens after the home has been left unoccupied for more than the period shown on your schedule.</li> </ul>
4.	Being hit by:  a. aircraft or other flying objects, or anything falling from them; or  b. vehicles or animals,	under (b) we will not cover loss or damage caused by domestic animals.
5.	Water escaping from water tanks, pipes, equipment or fixed heating systems.	we will not cover loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule.
6.	Heating fuel leaking from a fixed heating system.	we will not cover loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule.
7.	Theft or attempted theft.	<ul> <li>we will not cover:</li> <li>loss or damage that happens after the home has been left unoccupied for more than the period shown on your schedule;</li> <li>theft by deception, unless deception is used only to get into the home;</li> <li>theft of personal money, unless someone has broken into or out of the home by using force and violence or has got into the home by deception;</li> <li>theft if you live in a self-contained flat and the theft is from any part of the building that other people have access to;</li> <li>theft if you live in a non-self-contained flat, unless someone has broken into or out of the home by using force and violence or has got into the home by deception;.</li> <li>theft from communal garages or outbuildings unless someone has broken into or out of the communal garage or outbuilding by using force and violence;</li> <li>loss or damage caused by you; or</li> <li>more than the limit shown on your schedule for any one incident involving theft from gardens, garages and outbuildings.</li> </ul>
8.	Falling radio or television receiving aerials (including satellite dishes) their fittings and masts.	
9.	<b>Subsidence</b> or <b>heave</b> of the land on which the <b>home</b> stands, or <b>landslip</b> .	<ul> <li>we will not cover:</li> <li>damage caused by riverbank or coastal erosion;</li> <li>damage caused by faulty or unsuitable materials, design or poor workmanship.</li> </ul>

#### **Business equipment**

We will provide cover for loss or damage to **business equipment** while in the **home** by the causes listed under **Contents in the home** (and **Contents Accidental Damage Cover** if selected) up to the limit shown on **your schedule**.

#### We will not cover:

- accidental damage to mobile phones, laptops or computer equipment designed to be portable;
- · damage caused by wear and tear or anything that happens gradually;
- · damage caused by the process of cleaning, washing, repairing or restoring any item;
- · electrical or mechanical breakdown;
- loss in value:
- · failure to use in line with the manufacturer's instructions; or
- damage caused by chewing, scratching, tearing or fouling by domestic animals.

#### Replacement locks

If keys to the locks of: external doors of the **home** or alarm systems or domestic safes fitted in the **home** are accidentally lost or stolen, we will pay the cost of replacing the locks or lock mechanisms up to the limit shown on **your schedule**.

#### Food in freezers

**We** will provide cover for loss of or damage to food stored in a freezer in the **home**, up to the limit shown on **your schedule**, caused by: a rise or fall in temperature or contamination by freezing agents.

This could be as a result of electrical or mechanical breakdown of the freezer. We will not cover loss or damage to the freezer as a result of electrical or mechanical breakdown.

We will not cover loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying your power.

#### Domestic heating fuel and metered water

We will provide cover, up to the limits shown on your schedule, for accidental loss of domestic heating fuel and metered water.

# Loss of rent and the cost of alternative accommodation

If the **home** is damaged by any cause covered under the **Buildings Cover** sections numbered 1 to 10 and the damage means **your home** can't be lived in, **we'll** pay:

- ground rent **you** still have to pay;
- rent payable to you, or (if not otherwise insured) reasonable additional alternative accommodation expenses for your tenant;
- · reasonable accommodation expenses for all insured persons and their domestic animals

up to the limit shown on your schedule until the home is ready to live in.

When we refer to 'reasonable additional accommodation expenses' in this section it means we will pay for alternative accommodation for you, your domestic pets, your tenants and your tenant's domestic pets taking all the circumstances of your claim into account, including factors such as your and your tenant's needs, the alternative (and comparable costs of) accommodation available in the area and the length of time which it is required. We will be happy to discuss this with you. We may also be able to offer assistance in finding accommodation.

#### **Household removals**

We will provide cover for loss of or damage to **contents** while they are being moved by professional furniture removers from the **home** to **your** new permanent **home** (including temporary storage in a furniture depository for up to 7 days in a row) in the **United Kingdom**.

We will not cover personal money, coins, jewellery, watches, furs, items of gold or platinum, precious stones, bonds, stocks and shares, stamps and deeds or documents of any kind.

#### Occupier's, personal and employer's liability

Employer's liability does not apply to Student Contents Cover.

No excess applies to this section.

We will cover your legal liability to pay damages and claimants' costs and expenses for:

- · accidental bodily injury or illness; or
- · accidental loss of or damage to property;

happening during the period of insurance in:

- · the United Kingdom;
- the rest of the world, for temporary visits;

and arising

- as occupier (not as owner) of the home;
- · in a personal capacity (not as occupier or owner of any building or land); or
- · as the employer of a domestic employee.

We will not pay more than the Occupiers and personal liability limit shown on your schedule for any one incident, unless a claim is made against you by a domestic employee where the injury or illness happens as a result of or in the course of their employment by you (in which case the most we will pay for any one incident is the limit shown on your schedule for employer's liability).

We will also pay all your costs and expenses that we have already agreed to in writing.

We will not cover liability in connection with:

- a. you owning land, buildings or other fixed property.
- b. you living in or occupying land or buildings except the home or its land.
- c. aircraft except pedestrian controlled toys or models.
- d. you (or anyone on your behalf ) owning, possessing or using any motorised vehicle.
- e caravans
- f. boats, boards and craft designed to be used on or in water, except:
  - · those only propelled by oars or paddles; or
  - · pedestrian-controlled toys or models.
- g. deliberate or malicious acts.
- h. transmission of any communicable disease or virus by you.
- i. dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation).
- j. any agreement except to the extent that, you would have been liable without the agreement.
- k. any trade, business or profession;
- I. loss of or damage to property that belongs to you or is in your care or control.
- m. bodily injury or illness to you.

For claims involving liability for bodily injury to or illness of a domestic employee working for you:

- exclusions (a), (b), (c), (e), (f), (g), (h), and (k) under Occupier's, personal and employer's liability will not apply; and
- exclusion (d) under Occupier's, personal and employer's liability will not apply unless cover or security is needed under any of the Road Traffic Act

#### Important note

Accidents that happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the buildings or on the land) rather than the owner.

If **you** are the owner but not the occupier of the building please remember that **Occupier's**, **personal and employer's liability** does not cover **your** legal liability as the owner of the home.

So to protect yourself, you will need to arrange buildings insurance that provides Your liability to the public cover.

# **Dangerous Dogs Act 1991**

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs that are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (opsi.gov.uk) or contact the Citizens Advice Bureau.

# **Road Traffic Acts**

Any Acts, Laws or Regulations, that govern the driving or use of any motor vehicle in Great Britain, Northern Ireland and the Isle of Man

# **Tenant's liability**

We will provide cover up to the limit shown on your schedule if you are legally responsible as a tenant for:

a. loss of or damage to the home and landlord's fixtures and fittings by any of the causes listed under Contents in the home.

b. accidental breakage of:

- fixed glass (including glass in solar-panel units) that form part of the home; or
- fixed baths, shower trays, showerscreens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their fixtures and fittings) that form part of the **home**;
- c. accidental damage to cables or underground pipes that provide services to or from the buildings and septic tanks and drain inspection covers.

**We** will also pay up to £1,000 for the cost of breaking into (and repairing) an underground pipe in order to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful. **We** will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

#### We will not cover:

loss or damage excluded under Contents in the home;

loss or damage that happens while the **home** has been left **unoccupied**; for more than the number of days shown on **your schedule**;

loss or damage caused by building work that involves alterations, renovations, extensions or repairs.

#### Title deeds

We will pay the cost of preparing new title deeds to the **home** up to the limit shown on **your schedule**, if they are lost or damaged by any of the causes listed under **Contents in the home**.

#### **Emergency access**

No excess applies to this section.

**We** will provide cover for damage to **contents** following necessary access to the **home** to deal with a medical emergency or to prevent damage to the **home**.

#### DIY removal/Contents in transit to or from college or university

**We** will provide cover up to the limit shown on **your schedule** for loss of or damage to **contents** by any of the causes listed under **Contents in the home** when **your contents** are in transit between:

- the home and your new permanent home in the United Kingdom; or
- your non term-time address in the United Kingdom and your term time address in the United Kingdom at the start and end of each
  vacation, while you are at college or university.

**We** will not cover **personal money**, coins, jewellery, watches, furs, items of gold or platinum, precious stones, bonds, stocks and shares, stamps and deeds or documents of any kind.

#### **Tenants' improvements**

This extends the Contents Cover to cover tenants' improvements up to the sum insured shown on your schedule.

However, the cover for **tenants' improvements** is limited to:

- loss or damage by any cause listed under Contents in the home;
- accidental damage to fixed glass and sanitary fittings that form part of the buildings. This includes glass in solar-panel units and
  fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns (and their
  fixtures and fittings).

# We will not pay for:

loss or damage excluded under Contents in the home;

accidental damage occurring while the **home** is **unoccupied** for more than the period shown on **your schedule**; or damage to conservatories caused by **subsidence**, **heave** or **landslip**.

#### Contents sets and pairs

This cover applies to the Contents Cover and where selected the Contents Accidental Damage Cover.

We will pay the cost of replacing any undamaged items of **contents** forming part of a pair, set, suite or other item of a uniform nature or design, when:

- insured damage happens to matching items of contents within the same room or open plan area; and
- · replacements cannot be matched.

The most we will pay to replace undamaged items is the limit shown on your schedule.

If we ask, you must give us any undamaged items that we have paid to have replaced.

# **Contents Accidental Damage Cover**

Contents Accidental Damage Cover can be bought to extend the Contents, Starter Contents and Student Contents Covers to protect your possessions if they were to suffer accidental damage.

# Accidental damage cover to contents in the home

We will provide cover for all other accidental damage to contents and business equipment while in the home that is not covered by the Contents, Starter Contents and Student Contents Covers.

#### We will not cover:

- the excess shown on your schedule;
- damage caused by the process of cleaning, washing, repairing or restoring any item;
- · electrical or mechanical breakdown;
- · loss in value:
- · damage caused by chewing, scratching, tearing or fouling by domestic animals;
- · damage caused by wear and tear or anything that happens gradually; or
- · food, clothing, contact lenses, stamps and pedal cycles;
- damage caused by fitting a battery incorrectly;
- · damage caused by failure to use in line with manufacturer's instructions;
- · damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet rot or dry rot;
- damage caused by water entering the home regardless of how this happened (but certain water damage is covered under Contents in the home – please refer to that policy section);

any loss that is not the direct result of the insured incident itself;

damage that is excluded under Contents in the home;

loss or damage caused while the home or any part of it is sublet; or

anything set out in the General Exclusions section of the separate General Terms and Conditions home policy document.

# **Contents Working from Home Cover**

This cover only applies when shown on your schedule.

This optional cover is designed to extend the cover for **Business Equipment** in instances where **you** need more than the standard amount of cover provided. In addition to providing cover for loss or damage as listed under **Contents Cover** this section also includes, up to the limit shown on **your schedule**:

- · cover for stock and samples;
- · cover for business equipment while it is temporarily removed from the home; and
- occupiers and personal liability as set out under the "Occupier's, personal and employer's liability" section within the Contents
   Cover and, if applicable, your public liability as set out under the "Your liability to the public" section within the Building Cover, in
   respect of clerical activities only, connected with your trade, business or profession and carried out in the home by you.

## We will not cover:

- loss or damage to **business equipment** by theft when temporarily removed from the **home** unless someone has broken into or out of a building by using force or violence, or deception to get in;
- employer's liability for non-domestic employees in connection with your business trade or profession; or
- we shall not be liable for claims for bodily injury, disease, sickness, loss or damage caused by or attributable to articles, commodities, service or advice of any description sold or supplied by you or your business employees or to any treatment administered or operation performed or diagnosis made by you or your business employees.

The conditions and exclusions of the Personal Items Cover will apply to business equipment temporarily removed from the home except from items held or used for any trade, business, profession or employment (whether full time or part-time).

# **Student Contents Extension Cover**

This cover only applies when shown on your schedule.

You can buy this cover to extend the Contents Cover by providing cover for contents when temporarily removed to the student's accommodation

To be eligible for the **Student Contents Extension** the student(s):

• must be a full time student(s) attending a university or college in the **United Kingdom** (or part time if they are receiving a Disabled Student Allowance); and

- must be a member of the family of the person (or people) named on **your schedule** including their foster children who live with them: and
- non-term time residence must be the same as the property shown on your schedule.
- 1. **We** will provide cover up to the limit shown on **your schedule** for loss of or damage to **contents** by any of the causes listed under **Contents in the home** while temporarily removed from the **home** to the place where the student(s) live during term time and its outbuildings (including garages), all used for domestic purposes only. This includes shared kitchens, bathrooms and living areas in the college, university or student union halls of residence;

#### We will not cover:

more than the limit shown on **your schedule** for loss or damage to contents in gardens, garages and outbuildings; or loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in.

#### 2. Contents in transit to or from college or university

We will provide cover up to the limit shown on your schedule for loss of or damage to contents by any of the causes listed under Contents in the home when the student(s) possessions are in transit between the property shown on your schedule and the term time address in the United Kingdom at the start and end of each vacation.

#### 3. Student tenant's liability

We will provide cover up to the limit shown on **your schedule** if the student(s) are legally responsible as a tenant for loss or damage by any of the causes listed under **Contents in the home** to household goods, furnishings, furniture and fixtures and fittings that belong to the college, university or landlord.

We will not cover loss or damage caused by:

wear, tear, settlement or shrinkage, vermin, insects, fungus, the weather, or anything that happens gradually;

faulty or unsuitable materials, design or workmanship;

building work that involves alterations, renovations, extensions or repairs; or

theft or attempted theft unless someone has broken into or out of the student(s) term time address(es) by using force and violence.

We will not cover loss or damage that happens while the student(s) term-time address(es) is(are) not lived in by the student(s) or anyone who does not have permission from the student(s) or does not contain enough furniture for normal living purposes for the period shown on your schedule.

# **Contents Conditions**

The following conditions apply to the Contents, Starter Contents and Student Contents Covers, Contents Accidental Damage Cover, Student Contents Extension and (except for condition 3) to the Contents sets and pairs.

## 1. The sum insured

Contents Cover Sum Insured

At all times the **sums insured** must be at least equal to the full cost of replacing the property "as new". If at the time of a loss the **sum insured** is too low, **we** will reduce any claim settlement to reflect wear and tear and loss in value, and we will pay a maximum of the **sum insured**.

Starter Contents Sum Insured and Student Contents Cover Sum Insured.

The amount shown on **your schedule** is the most **we** will pay for claims resulting from any one incident that causes loss or damage to **your contents** unless otherwise stated in this policy document or any clause.

# 2. Settling claims

Settling claims for non gadget items

We can choose to settle your claim by: replacing, reinstating, repairing or payment

We will replace on a like for like basis or give you the nearest equivalent available in the current market. If we are able to replace property, but we agree to make a cash settlement, we will only pay you what it would cost us to replace the item as if it were new.

# What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **sum insured** shown on **your schedule** unless otherwise stated.

We will not reduce the **sum insured** by the amount under any claim, unless the claim relates to the total loss of any item (or items) specified on **your schedule**.

# Valuables

We will not pay more than the limits shown on your schedule for valuables.

## Settling claims for gadget items

We can choose to settle your claim by: replacing, reinstating, repairing or payment.

Replacement will be on a like for like basis or the nearest equivalent available in the current market. **Our** replacement mobile phones are refurbished models. If **we** are able to replace **your gadget**, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

Replacement **gadgets** will not include any stored information **you** had added to **your** original **gadget** including data, downloads, videos, music and applications.

We will try and ensure that you keep your existing telephone number, but if this is not possible because of the network provider or any other reason beyond our control, your replacement phone will be connected to a new telephone number.

If you are abroad at the time of an incident leading to a claim, we will not replace the gadget until you return to the United Kingdom.

For damage and breakdown claims, if **your gadget** is security protected, **you** will need to remove this protection before **we** can process **your** claim. Eg Activation Lock on iPhones.

#### What we will pay

The most we will pay is the sum insured shown on your schedule, unless otherwise stated.

#### 3. Sets and pairs

Contents sets and pairs will provide protection for matching of certain undamaged items. If the cover is shown on **your schedule**, please refer to that section of the separate **Buildings and Contents home policy document** for details of when we will pay to match undamaged parts of the **contents**.

If **you** do not have this cover **we** will not pay for the cost of replacing any undamaged items that form part of: a pair, a set, a suite or any other item of a uniform nature, design or colour.

#### 4. Items valued over the single item limit

We will not pay more than the single item limit shown on your schedule for any one item, set or collection unless it is specified individually on your schedule.

We will not pay more than the item sum insured for any specified item.

# 5. No Claim Discount

If you make a claim under your policy, we will reduce your No Claim Discount at the renewal date of your policy (unless you have bought the Protected No Claim Discount enhancement).

If you do not make a claim under your policy, we will increase your No Claim Discount until you reach our maximum of 9 years, at the renewal date of your policy.

We do not grant No Claim Discounts for policies running for less than 12 months.

Your schedule shows the number of years No Claim Discount applicable.

#### **Protected No Claim Discount**

This enhancement only applies when shown on your schedule.

Protected No Claim Discount is available to ensure your No Claim Discount will not reduce and your premium will not increase as a direct result of a claim under the Contents Cover section.

From the day **you** add on **Protected No Claim Discount your No Claim Discount** will not reduce and **your** premium will not increase as a direct result of a claim unless:

2 claims occur within any 5 year period, in which case your No Claim Discount will not reduce but protection against further
claims will be lost, this means if you have a subsequent claim your No Claim Discount will be reduced and your premium will be
impacted at your next renewal.

NOTE – A 5 year period starts when a claim occurs. If another claim does not occur within 5 years, a new 5 year period will start when the next claim occurs.

In order to be eligible for Protected No Claim Discount you must have:

- 5 years No Claim Discount as calculated by us; and
- be claim free for at least the last 3 years.

You must also have an excess of at least £100.

See also the General Conditions section of the separate General Terms and Conditions home insurance policy document.

## 6. Proof of value and ownership

**You** are responsible for proving any loss, so **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If you wish to specify an item valued at more than the single item limit shown on your schedule, we will request proof of its value prior to providing cover for the item or at the time of a loss.

See also the General Conditions section of the separate General Terms and Conditions home insurance policy document.

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