

Fortress Bedroom Rated Home Insurance Policy

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## WELCOME TO FORTRESS HOME INSURANCE

# Fortress is a bedroom-rated Home and Contents Insurance policy underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited

This policy is a Legal Contract between the Insurers and **You**. In return for the payment of **Your** premium **We** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **Us** and during the period of cover.

The **Proposal Form** or **Statement of Fact** and declaration which **You** (or **Your** Agent completed with **You**) in paper or electronic format, forms part of this Contract.

**Your** schedule and any endorsements are all part of the policy and are to be read as one document. Any word or expression used with a specific meaning in any of them has the same meaning wherever it appears. Words with specific meanings are defined on Pages 3 to 5 of this policy booklet.

We will insure You against legal liability, loss or damage under the sections specified in the schedule during any period of insurance set out in the schedule, provided that the conditions under which this policy has been issued are fulfilled.

This cover applies throughout Great Britain, Northern Ireland, Isle of Man and the Channel Islands except when **We** state otherwise in the policy.

## Your cancellation rights

If You decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your** policy **Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your Policy Administrator** will then refund **Your** premium in full.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

If **You** wish to cancel **Your** policy after 14 days, **You** will be entitled to a pro-rata return of premium (providing there have been no claims made) and will include an additional charge to cover the administrative cost of providing the policy. The details of this fee will be shown in the in our separate Initial Disclosure Document or Terms of Business.

To exercise **Your** right to cancel **Our** policy, please contact **Your** insurance adviser at the address shown on the documentation they have provided to **You**.

## **IMPORTANT NOTE**

## PLEASE READ THIS POLICY DOCUMENT CAREFULLY AND ENSURE THAT IT MEETS ALL YOUR REQUIREMENTS.

If **You** have any query about **Your** policy or cover please contact the Fortress Policy Administration Team: Millennium Insurance, Unit 3G Lacy Way, Lowfields Business Park, Elland, Yorkshire, HX5 9DB.

Telephone 0844 412 4151 or email MIBFortress@directgroup.co.uk

PLEASE KEEP THIS POLICY IN A SAFE PLACE YOU MAY NEED TO REFER TO IT IF YOU MAKE A CLAIM.

All claims related queries should be sent to: Direct Group Property Services Limited, Fortress Claims Unit G2 Lacy Way, Lowfields Business Park, Elland, Yorkshire, HX5 9DB. **Tel 0844 412 4222** 

## Changes We need to know about

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Acts to take care to:

- a) supply accurate and complete answers to all the questions the **Policy Administrator** may ask as part of **Your** application for cover under the policy:
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
- c) tell Your Policy Administrator of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

Changes **We** expect **You** to tell **Your Policy Administrator** about include; If the **Maximum Claim Limits** become inadequate, a change of or unoccupancy of the property, criminal convictions (or cautions) of any of the persons included within the insurance.

## What is Insured

These sections are each printed on a white background and gives detailed information on the insurance cover that is provided and any limits that apply to that item.

## What is not Insured

These sections are all on a grey background to draw Your attention to what is not included in the scope of Your policy.

## **DEFINITION OF TERMS**

We have defined below words or phrases used throughout this policy. To avoid repeating these definitions please note that where these words or phrases appear in **bold** they have the precise meaning described below unless otherwise stated

### **ACCIDENTAL DAMAGE**

Sudden and unexpected damage caused by external means

#### **ACTIVITY SPORTS**

Skis (including sticks and bindings), snowboards, water skis, sub-aqua equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering

#### **BFDROOM**

A room used as or originally designed and built to be a Bedroom even if now used for another purpose.

#### **BUILDINGS**

The **Home** being built of brick, stone or concrete and roofed with slates, tiles, asphalt or metal, including landlord's fixtures and fittings, its garages and domestic **outbuildings**, permanent swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **Home**.

## **CLAIMS ADMINISTRATORS**

Direct Group Property Services Limited, Direct House ,Lacy Way, Lowfields Business Park Elland, HX5 9BD on behalf of the **Underwriters**.

## **CONTENTS**

## WHAT IS COVERED AS CONTENTS

- Household goods, Valuables and belongings, including Money up to £250 and Credit Cards up to £500 owned by, or the legal responsibility of You or a member of Your Family when in Your Home.
- Tenant's fixtures and fittings for which You are responsible
- Visitors' Personal Effects up to £1,000 when in Your Home unless otherwise insured.
- Home working equipment and office furniture used by You or Your Family for business or professional purposes up to £5,000 when in Your Home, owned by, or the legal responsibility of You or a member of Your Family.

## WHAT IS NOT CONTENTS

- Mechanically propelled or assisted vehicles of all types (other than domestic gardening machinery), caravans, trailers, watercraft, aircraft, hovercraft, boats and parts or accessories for any of them.
- Swimming pool covers.
- Pets and livestock.
- Any part of the structure, fixtures and fittings (except those for which a tenant is legally liable), ceilings or decorations of the **Home**.
- Property more specifically insured.
- Bonds, bills of exchange, promissory notes and securities for Money.
- Property or Stock used for Business or Trade purposes (other than home working equipment) when in Your Home.
- Plants, trees or any growing matter.
- · Contact or corneal lenses unless specified

## **COST OF REBUILDING**

The full cost of reconstruction of the **Buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.

## **CREDIT CARDS**

Credit, Cheque, Debit, Charge or Cash Cards held for personal or charitable purposes

## **EXCESS**

The amount of each claim **You** have to pay. If **You** make a claim under more than one section for loss or damage which happens at the same time and by the same cause **We** will deduct only one **Excess** 

Please note different excesses apply to different types of claim. Please check Your schedule

## **FAMILY**

You, Your domestic partner and other relations who permanently reside with You.

## GARAGE

A structure originally built for storing a motor vehicle or motor vehicles even if now used for another purpose.

## **HOME**

The house, bungalow or self contained flat/maisonette /apartment together with its garages and domestic **Outbuildings** at the address shown in the schedule, used for **Your** private residential purposes.

## HOMEWORKING EQUIPMENT

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers and telephone answering machines, all used for business or professional purposes.

### **INSURED PERSON / YOU / YOUR**

The person(s) named in the schedule, their domestic partner(s) and members of their **Family**(ies) permanently living with him/her/them

#### **MAXIMUM CLAIM LIMIT**

The most **We** will pay for any one claim under any section (or its extension) as shown in the schedule.

- The maximum claim limit for section 1 Buildings is shown in Your schedule.
- The maximum claim limit for Section 2- Contents is shown in Your schedule.
- The most We will pay for any one claim for Valuables from Your Home is shown in Your schedule.

The limit shown in the **schedule** for **Valuables & Personal Belongings** applies within (not on top of) the **maximum claim limit** for section 2 - **Contents** shown in the schedule.

If the limits shown in Your schedule are insufficient, please contact Your insurance adviser or the Policy Administrators.

#### MONEY

Personal **Money** held for private purposes by **You** or **Your Family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and **money** orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

### **OUTBUILDINGS**

Unless We agree otherwise in writing, these are defined as sheds, greenhouses and other structures but do not include:

- Garages
- carports or other structures that are open on one or more sides
- detached structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses:
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the Home, unless We agree otherwise in writing.

#### PEDAL CYCLE

Non-mechanically propelled Cycles, Tricycles, Tandems owned and used by **You** and **Your Family** for personal, social domestic and please use.

## PERIOD OF INSURANCE

The period of time for which the insurance is provided under this policy as set out in the schedule, and any further period for which the policy is renewed.

## PERSONAL BELONGINGS / PERSONAL EFFECTS

Clothing and personal items (including clothing, jewellery, watches, furs, binoculars, musical instruments, hearing aids, spectacles, photographic and amateur sports equipment), and other personal property which is designed to be worn, or carried on or about the person.

## **POLICY ADMINISTRATORS-**

Millennium Insurance, Unit G3 Lacy Lowfields Business Park, Elland, HX5 9BD Tel 0844 412 4151

## PROPOSAL FORM and /or STATEMENT OF FACT

The **Statement of Fact** contains information **You** gave **Us** and any other information **You** gave **Us**. This includes information given by others on **Your** behalf.

## **TERRORISM**

For the purpose of the General Policy Exclusion (page 41) an act of **Terrorism** means the use of biological, chemical and/or nuclear pollution or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(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.

## UNDERWRITERS / INSURERS / WE / US / OUR

UK General Insurance Ltd on behalf of Ageas Insurance Limited.

## **UNFURNISHED**

Without sufficient furniture and furnishings for normal living purposes.

## **UNITED KINGDOM**

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

## **DEFINITION OF TERMS - continued**

## **UNOCCUPIED**

Furnished but has not been lived in by **You** or **Your** Family, or any other person with **Your** permission, for more than 60 consecutive days, irrespective of when the un-occupancy began.

## **VALUABLES**

Articles of gold, silver and other precious metals, jewellery, clocks, watches, photographic equipment, binoculars, furs, curios, pictures and other works of art, audio and audio visual equipment, computer equipment and collections of stamps, coins and medals all belonging to or the legal responsibility of **You** or **Your Family.** 

The **Maximum Claim limit** for **Valuables** in **Your Home** is as shown on **Your** schedule except as otherwise agreed by endorsement added to **Your** schedule

# See definitions Pages 4, 5 and 6

WHAT IS INSURED	WHAT IS NOT INSURED
Loss of or damage to the <b>Buildings</b> by the following causes:	<ul> <li>The Excess(es) shown in Your schedule.</li> <li>Wet or dry rot</li> <li>Loss or damage due to any gradually operating cause.</li> </ul>
Fire, Smoke, Explosion, Lightning, Earthquake;	Any gradually operating cause
2. Storm or Flood;	<ul> <li>Loss or damage caused:</li> <li>(a) by frost, subsidence, heave or landslip;</li> <li>(b) to fences, gates and hedges.</li> </ul>
3. Subsidence or Heave of the site beneath the Buildings, or landslip;	<ul> <li>The first £1,000 of any amount payable in respect of each occurrence, or any other Excess for Subsidence shown in Your schedule.</li> <li>Damage to swimming pools, hard courts, paved terraces, patios, drives, paths, walls, gates and fences unless the Home is damaged at the same time and by the same cause.</li> <li>Damage caused by: <ul> <li>(a) the normal settlement or bedding down of new structures;</li> <li>(b) the settlement or movement or made-up ground;</li> <li>(c) coastal or river erosion;</li> <li>(d) defective design or faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> </li> <li>Damage to solid floor slabs resulting from their movement, unless the foundations beneath the exterior walls of the Home are damaged at the same time and by the same cause.</li> <li>Damage which originated prior to inception of this policy.</li> <li>Damage resulting from: <ul> <li>(i) demolition, construction, structural alteration or repair to the Buildings;</li> <li>(ii) ground works or excavation.</li> </ul> </li> <li>Any loss or damage where compensation is provided by contract or legislation.</li> <li>Damage caused by chemical reaction with any materials which form part of the Buildings</li> </ul>

# See definitions Pages 4, 5 and 6

	WHAT IS INSURED	WHAT IS NOT INSURED
4.	Riot, Civil Commotion, Strikes, Labour Disturbances;	Loss or damage not reported to the Police within seven days
5.	Malicious Acts;	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> <li>Loss or damage caused by You or Your Family or any person lawfully in Your Home.</li> </ul>
6.	Escape of Water from, or freezing of water in a fixed water or heating installation, pipes, tanks or plumbed in domestic appliance;	<ul> <li>The Excess for Escape of Water claims as shown in Your schedule</li> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> <li>Repairs to tanks, pipes or appliances unless caused by freezing.</li> </ul>
7.	Impact with the <b>Buildings</b> by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	Loss or damage caused by domestic pets.
8.	Theft or attempted theft;	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> <li>Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than You or Your Family, except where there is forcible and violent entry or exit.</li> <li>Loss or damage caused by any person lawfully in Your Home.</li> </ul>
9.	Leakage of oil from any fixed heating installation;	Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> .
10.	Falling trees or branches including The cost of the removal of the tree or branch causing damage to the <b>Buildings</b> by its fall	<ul> <li>Loss or damage to gates, hedges or fences.</li> <li>Cost of the removal of parts of trees remaining below ground</li> <li>Damage caused by felling, lopping, or topping of trees unless carried out by professional contractors</li> </ul>
11.	Falling television or radio aerials, aerial fittings, satellite dishes or masts.	Loss or damage to the aerials, aerial fittings, satellite dishes or masts themselves

## **Extensions included in Section 1**

## WHAT IS INSURED

## A. Additional Fees and other Expenses

We will pay the costs necessarily incurred by You with Our written consent as a result of loss or damage by any of the Causes 1-11 of Section 1 of this policy for:

- (a) Architects, surveyors, legal and other fees;
- (b) the cost of clearing the site and making the **Buildings** safe:
- (c) the additional Cost of Rebuilding or repair of the damaged part of the Buildings solely to comply with any government or local authority requirements, unless You were given notice of the requirement before the loss or damage occurred.

## WHAT IS NOT INSURED

- Fees for preparing any claim
- Costs for complying with any requirements You were notified of before the loss or damage.

## **B.** Alternative Accommodation

If the **Home** is damaged and made unfit to live in as a result of loss or damage by any of the Causes 1-11 of Section 1 of this policy **We** will pay

- up to 2 year's rent **You** are for paying or would have received until the **Home** is again habitable.
- The reasonable extra accommodation costs, incurred with **Our** written consent, for
  - (a) You, Your Family and
  - (b) Your domestic pets

until the Home is again habitable.

 Costs incurred after the Home is fit to live in again or more than 24 months from the date You were forced to move out of Your Home.

## C. Fixed Glass or Sanitary ware

**We** will pay the cost of replacement or repair following accidental breakage of fixed glass in windows, doors, fanlights, skylights solar panels, or fixed sanitary ware in the **Buildings**, and ceramic hobs fixed to and forming part of the **Home**.

- The Excess shown in Your schedule.
- Damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Damage to ceramic hobs in movable cookers.
- Damage to secondary double glazing whilst removed for any reason.
- Malicious damage caused by You, Your Family or any person lawfully in Your Home.

# D. Underground Pipes and Cables We will pay

- the cost of repair following Accidental Damage to cables, underground pipes or underground tanks all servicing the Home and for which You are legally responsible.
- Up to £1,000 for breaking into and repairing an underground pipe for which You are legally responsible and which services the Home where it is essential to clear a blockage.
- The Excess shown in Your schedule.
- Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe.
- Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials.

## **Extensions included in Section 1**

## WHAT IS INSURED

## E. Your Liability to the Public as Property Owner

**We** will pay for damages and claimants' costs and expenses which **You** become legally liable to pay for accidental

- (a) death of, or bodily injury to or illness or disease of any person or
- (b) Accidental Damage to material property up to £2,000,000 in connection with
- (a) any one claim or
- (b) series of claims

made against **You** arising out of any one event occurring during the period of insurance and incurred

(i) solely as owner (not as occupier) of the Home or the land belonging to the Home; or

## **Defective Premises Act**

(ii) in connection with any previous private residence which You owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that You had disposed of all legal title and interest at the time of such occurrence:

**We** will also pay the legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You**.

If **You** cancel, or do not renew, Section 1 of **Your** policy following the sale or disposal of **Your Home** the cover provided by paragraph (ii) for that **Home** will continue for seven years after this section expires.

## WHAT IS NOT INSURED

- Liability arising directly or indirectly from:
- Any profession, business or employment;
- b) The use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles);
- Any agreement unless You would have been liable had the agreement not been made;
- Death, injury, illness or disease of any member of Your Family or a domestic employee.
- e) Loss or damage to property owned, occupied or in the custody or control of **You**, **Your Family** or any domestic employee.

## • Liability:

- Arising more than seven years after the expiry or cancellation of Section 1 of this policy;
- b) if **You** are insured under a more recently effected or current policy.

## F. Purchasers Interest

If **You** have contracted to sell the **Buildings** and the purchaser has not insured the property before completion, the purchaser will have the contractual right to benefit of Section 1 of this policy between Exchange of Contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.

## G. Trace and Access

We will pay up to £5,000 for the costs with Our written consent in locating the source of any damage resulting from the escape of water from fixed domestic water services of heating installations including the cost of subsequent repairs to walls, floors or ceilings.

• Loss or damage to the heating or water system.

# **Extensions included in Section 1**

WHAT IS INSURED	WHAT IS NOT INSURED
H. Emergency Access We will provide cover for damage to the Home caused by forced access by the fire, police or ambulance services as a result of an emergency.	
I. Door Locks We will pay up to £250 in respect of replacement locks for external doors to the Buildings if Your keys are stolen or lost.	Thefts not reported to the Police.

## Optional extension you can choose to add to Section 1

This cover does not apply unless Your schedule states that Accidental Damage is included

## WHAT IS INSURED

## **Accidental Damage to the Buildings**

## WHAT IS NOT INSURED

- The Excess shown in Your schedule
- Damage whilst the **Buildings** or any part of them are lent, let, or sub-let, or are left **Unoccupied** or **Unfurnished.**
- Damage caused by:
  - faulty workmanship, defective design, or the use of defective materials;
  - (ii) wear and tear, frost, damp, corrosion, atmospheric or climatic conditions or gradually operating cause, rot, rust, fungus, insects and vermin;
  - (iii) domestic pets;
  - (iv) movement, settlement or shrinkage in any part of the **Buildings**;
  - (v) movement of the land belonging to the **Buildings**;
  - (vi) demolition or structural alteration or repair.
- Any destruction or damage otherwise shown as not insured under Section 1 of this policy.
- Market depreciation, the cost of maintenance and redecoration.
- The cost of repairing or replacing electrical or mechanical equipment following breakdown or misuse.
- altering, washing, cleaning, restoring, maintaining, dismantling or misusing the **Buildings**

### **Basis of Claims Settlement**

- (a) We will pay up to the Maximum Claim Limit for Buildings as shown in Your schedule for the Cost of Rebuilding, repairing or replacing the damaged parts of the Buildings, inclusive of any amount which may become payable under Section 1 of this policy.
- (b) If the **Buildings** are not rebuilt or repaired, **We** will pay (at **Our** option) the difference between the market value of the **Buildings** prior to the loss or damage and the market value of the **Buildings** following the loss or damage.
- (c) If at the time of any loss or damage the **Maximum Claim Limit** is less than the **Cost of Rebuilding**, **We** will pay the cost of repair or replacement less a deduction for wear and tear.
- (d) We will not pay for the cost of replacing any undamaged items forming part of a set or suite or other article of a uniform nature, design or colour when damage occurs to a specific part or within a clearly definable area and replacements cannot be matched.

## **Automatic Reinstatement**

We will not automatically reduce the Maximum Claim Limit by the cost of any claim provided that the repair or reinstatement has been completed and any recommendations to prevent further damage have been carried out.

## **Guaranteed Rebuilding Costs**

We will pay, subject to the terms conditions and exclusions of Section 1, such additional sums as are necessary to fully complete the reinstatement of the **Buildings** should the **Maximum Claim Limit** for building prove inadequate.

#### Provided that:

- 1. The rebuilding value used to calculate the premium at the inception of this insurance was based upon the tables provided by **Us** which are in turn based on professional valuations recommended by the Royal Institution of Chartered Surveyors (or an alternative professional body approved by **Us**) for the cost of fully reinstating the Building as described by **You** in **Your** application based on :
  - post code location,
  - type of Home and construction materials used
  - the date built
  - number of Bedrooms and
  - any other features advised to Us
- The Maximum Claims Limit used resulting from this initial rebuilding valuation has been continually reviewed in accordance with changes in professional recommended rebuilding values.
- 3. Any alterations or additions which materially affect the reinstatement cost of the **Buildings** since inception of this insurance such as an extension or any building works have been notified to **Us** and the Rebuilding Value used adjusted accordingly.
- 4. In Our opinion it is possible to effect economic repair or reinstatement of the Buildings.

## When Buildings Cover starts for new mortgage borrowers

If you choose **Buildings** Insurance under Section 1, at the time of taking out a new mortgage with a UK lender, **Buildings** cover will be provided during the period between exchange of contracts (conclusion of missives in Scotland) or offer, whichever is later, and your mortgage completion date, provided the **Buildings** are not otherwise insured. This cover is automatically provided at no extra charge.

The terms and conditions of the cover provided during this period will be the same as those which apply after completion of your mortgage.

# See definitions Pages 4, 5 and 6

WHAT IS INSURED	WHAT IS NOT INSURED
Loss of or damage to the <b>Contents</b> by the following causes:  1. Fire, Smoke, Explosion, Lighting, Earthquake;	<ul> <li>The Excess shown in your schedule.</li> <li>Loss or damage due to any gradually operating cause.</li> <li>Any gradually operating cause.</li> </ul>
2. Storm or Flood;	Loss or damage to property in the open.
3. Subsidence or Heave of the site beneath the <b>Buildings</b> , or landslip;	<ul> <li>Loss or damage caused by:         <ul> <li>(a) the normal settlement or bedding down of new structures;</li> <li>(b) the settlement or movement or made-up ground;</li> <li>(c) coastal or river erosion;</li> <li>(d) defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations.</li> </ul> </li> <li>Damage resulting from:         <ul> <li>(i) demolition, construction, structural alteration or repair to the Buildings;</li> <li>(ii) ground works or excavation.</li> </ul> </li> </ul>
4. Riot, Civil Commotion, Strikes, Labour Disturbances;	<ul> <li>Loss or damage not reported to the Police within seven days</li> <li>Loss or damage to food in freezers and/or refrigerators caused by failure of the electricity supply as a direct or indirect result of a deliberate act including strikes by the supply authority and/or their employees</li> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished</li> <li>Loss or damage caused by You or Your Family or any person lawfully in Your Home</li> </ul>
5. Malicious Acts;	<ul> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> <li>Loss or damage caused by You or Your Family or any person lawfully in Your Home.</li> </ul>
6. Escape of water from a fixed water or heating installation or plumbed in domestic appliance or water bed or fish tank;	<ul> <li>The Excess for Escape of Water claims as shown in Your schedule</li> <li>Damage to the installation or appliance from which the water escapes.</li> <li>Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.</li> </ul>

## See definitions Pages 4, 5 and 6

	WHAT IS INSURED		WHAT IS NOT INSURED
7.	Impact by aircraft or aerial devices, vehicles, or any article dropped from them, and animals;	•	Loss or damage caused by domestic animals.
8.	Theft or attempted theft;	•	Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.  Loss or damage caused by any person lawfully in Your Home.  Loss or damage whilst the Buildings or any part of them are lent, let, sub-let or occupied by anyone other than You or Your Family, unless involving entry to or exit from the home by forcible and violent means or entry by deception  Theft by deception unless deception is used solely as a means to enter the Home  Theft of Personal Money unless involving entry to or exit from the Home by forcible and violent means or entry by deception  In respect of self-contained flats theft of property in any common parts of the building to which any other tenants have right of access, unless involving entry to or exit from the building by forcible and violent means  Loss or damage to Contents contained in Outbuildings or detached Garages, unless forcible and violent means are used to gain entry or exit.  Any amount exceeding £1,500 from detached Outbuildings including Garages
9.	Leakage of oil from any fixed heating installation;	•	Loss or damage caused after the <b>Buildings</b> have been left <b>Unoccupied</b> or <b>Unfurnished</b> .  Damage to the appliance from which the oil escapes.
	Falling trees or branches;	•	Loss or damage arising from felling, lopping or topping of trees.
11.	Breakage or collapse of television or radio aerials, aerial fittings, satellite dishes or masts	•	Loss or damage arising from erection, dismantling, repair or maintenance.

## **Extensions included in Section 2: Contents**

#### WHAT IS INSURED

## A. Temporary Removal Of Contents

We will pay for Contents lost or destroyed by any of the causes 1-11 of section 2 of this policy whilst temporarily removed from the Home but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

- a) up to £2,500 per student in respect of Contents whilst a student member of Your Family lives in university halls of residence or in student accommodation
- b) up to £5,000 in total

## WHAT IS NOT INSURED

- The Excess shown in Your schedule
- A £250 Excess in respect of Contents whilst in university halls of residence or in student accommodation
- Loss or damage in a furniture depository
- Loss or damage caused by storm or flood to property not in a building
- Loss or damage by theft unless involving forcible and or violent means, or deception is used to gain entry to a) a building or
  - b) in the case of halls of residence or student accommodation, a locked room.

### B. Alternative Accommodation

If the **Home** is rendered not fit to live in as a result of loss or damage by any of the causes 1-11 of section 2 of this policy **We** will pay

- up to 2 years rent You are for paying as the occupier until the Home is again habitable.
- 2) the reasonable extra accommodation costs, incurred with **Our** written consent, for
  - a) You, Your Family and
  - b) Your domestic pets

until the Home is again habitable.

 Costs incurred after the Home is fit to live in again or more than 24 months from the date You were forced to move out of Your Home.

## C. Deep Freezer Contents

We will pay up to the Maximum Claim Limit as shown on Your schedule for food in a domestic deep freezer in the Home made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

- The Excess shown in Your schedule.
- Loss due to the deliberate act of the supply authority.
- Loss if the freezer is more than 10 years old at the date of the loss.

## D. Mirrors and Glass

**We** will pay for breakage of mirrors, glass tops to furniture, fixed glass in furniture, ceramic hobs forming part of a movable cooker.

- The Excess shown in Your schedule.
- Loss or damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Malicious damage caused by You, Your Family, or any person lawfully in Your Home.
- Damage to ceramic hobs fixed to and forming part of the **Home**.

## **Extensions to Section 2 continued**

## WHAT IS INSURED

## E. Audio and Audio Visual Equipment

## Accidental Damage to:

- (i) Televisions;
- (ii) audio equipment;
- (iii) video recorders;
- (iv) CD / Blu ray players;
- (v) Satellite receivers and dishes
- (vi) computer equipment;
- (vii) Games consoles

which are owned by **You** or **Your** family, or for which **You** are legally responsible.

## WHAT IS NOT INSURED

- The Excess shown in Your schedule.
- Loss or damage caused by mechanical, electrical or electronic breakdown or derangement.
- Damage to records, tapes, discs or computer software.
- Damage caused by cleaning, fitting, adjustment, repair or dismantling of the apparatus.
- Damage caused after the Buildings have been left Unoccupied or Unfurnished.
- Wear and tear and depreciation.
- Malicious damage by You, Your Family or any person lawfully in Your Home.
- Loss or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date of time

## F. Tenants Liability

(applicable if the **Buildings** are rented)
Any amount which **You** become legally liable to pay as a tenant, and not as an owner of the **Buildings** up to 20% of the **Maximum Claims Limit** for **Contents** shown in the schedule in respect of:

- (a) damage to the **Buildings** by any of the causes 1-11 of section 1 of this policy.
- (b) Accidental breakage and damage as described in section 1 : Buildings Extensions C and D included in this policy.
- Loss or damage caused after the **Buildings** have been left **Unoccupied** or **Unfurnished**.
- Malicious Damage, theft or attempted theft, caused by You, Your Family or any other person lawfully in Your Home.

## G. Contents in the Garden

We will pay up to £500 for loss or damage to by causes 1-11 of section 2 for Contents in the open within the boundaries of Your Home. This includes flowers, plants, shrubs or trees in pots or containers.

- The Excess shown in Your schedule.
- Flowers, plants, shrubs, trees and any growing matter not in pots or containers.
- Loss or damage caused after Buildings have been left Unoccupied or Unfurnished.

## H. Door Locks

**We** will pay up to £250 in respect of replacement locks for external doors and alarms to the **Buildings** if **Your** keys are stolen or lost.

- The Excess shown in Your schedule.
- Thefts not reported to the Police.

### **Extensions to Section 2 continued**

### WHAT IS INSURED

## I. Loss of Oil and Metered Water

We will pay up to £1,000 for:

- the cost of oil lost from domestic heating installation following **Accidental Damage** to any part of the domestic heating installation;
- (ii) additional metered water charges incurred by You and resulting from any of the causes 1-11 of section 2 of this policy.

# J. Reinstatement of Title Deeds

We will pay up to £1,000 in respect of the replacement of title deeds to **Your Home** if they are lost, destroyed or damaged by any of the causes 1-11 of section 2 of this policy while in **Your Home** or lodged with **Your** Solicitor, Bank or Building Society.

- K. Public and Personal Liability as Occupier We will pay for damages and claimants' costs and expenses which You or any member of Your Family become legally liable to pay for accidental
- a) death of, or bodily injury to or illness or disease of any person or
- b) **Accidental Damage** to material property up to £2,000,000 in connection with
- a) any one claim or
- b) series of claims

made against **You** or a member of **Your Family** arising out of any one event, occurring during the period of insurance and incurred

- solely as occupiers, (but not owners) of the Home or the land belonging to the Home; or
- (ii) in a personal capacity, (not as occupier or owner of any building or land) occurring in Great Britain, Northern Ireland, the Isle of Man, or the Channel Islands and elsewhere in the world during a temporary visit.

We will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**.

## WHAT IS NOT INSURED

- The Excess shown in Your schedule.
- Loss otherwise shown as not insured under section 2 of this policy.
- Loss if the Buildings have been left Unoccupied or Unfurnished.
- The Excess shown in Your schedule.
- Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority.
- Death, bodily injury, illness, disease to any member of Your Family or domestic employee.
- Loss of damage to property owned by, or in the custody or control of, You or any member of Your Family or any person permanently residing with You.
- Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family.
- Liability arising directly or indirectly as a consequence of any criminal act by You or any member of Your Family.
- Any agreement unless You would have been liable had the agreement not been made.
- The ownership, use or possession of any:
  - (i) lift, caravan, aircraft or watercraft including jet-skis (other than the hand propelled watercraft);
  - (ii) mechanically propelled or assisted vehicle (other than domestic gardening machinery);
  - (iii) animals except domestic pets other than those listed in the Dangerous Dogs Act 1991;
  - (iv) firearms, other than properly licensed shotguns.
- Any profession, business or employment.
- Any claim or other proceedings against You or Your family lodged or prosecuted in a court outside the United Kingdom.

### **Extensions to Section 2 continued**

## WHAT IS INSURED

### L. Reverse Liability

We will pay all sums which You have been awarded in any Court in Great Britain, Northern Ireland, the Isle of Man or the Channel islands and which have not been paid within three months of the award provided that:

- if the position of You and the responsible party had been reversed, You would have been entitled to indemnity under Extension K, subject to the Maximum Claim Limit under section K:
- (ii) the liability giving rise to the Court award occurs during the period of insurance;
- (iii) You agree to allow Us to enforce any rights or remedies which We will become entitled to upon making payment.

## WHAT IS NOT INSURED

Any amount whilst any appeal is pending.

## M. Accidents to Domestic Employees

We will pay for damages and claimants' costs and expenses which You or a member of Your Family become legally liable to pay as compensation for accidental

- a) death of or
- b) bodily injury to or
- c) illness or disease of any domestic employee up to £5,000,000 in connection with
- a) any one claim or
- b) series of claims

made against **You** or **Your** Family arising out of any one event occurring during the period of insurance and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands

**We** will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your** Family

- Liability arising directly or indirectly from the transmission of any communicable disease or virus by You or any member of Your Family.
- Any agreement unless You would have been liable had the agreement not been made.
- Any claim or other proceedings against You or Your Family lodged or prosecuted in a court outside the United Kingdom
- Liability arising from any business or profession
- Liability for death of, bodily injury to, or illness or disease of any member of Your Family
- Liability for which compulsory insurance or security is required by any road traffic legislation.

## N. Fatal Accident

We will pay £5,000 if You or Your partner dies, either separately or together, as a result of an injury in the **Home** caused by fire or an assault by intruders, within 90 days of the incident.

### **Extensions to Section 2 continued**

#### O. Household Removals

Accidental Damage to Contents whilst in transit by professional removal contractors from the Home to Your new permanent Home within Great Britain, Northern Ireland and the Isle of Man including temporary storage up to 48 hours.

## WHAT IS NOT INSURED

- (i) The Excess shown in Your schedule.
- (ii) Valuables and Money.
- (iii) Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers.
- (iv) Any loss or damage not notified to the removal contractors within 7 days of the removal to **Your** new permanent **Home**.

Weddings, Birthdays and Religious Festivals
The Maximum Claims Limit shown in the schedule for Contents in the Home will be automatically increased by £5,000

- during the month of any religious festival or
- for 30 days before and after Your wedding day; and
- for 7 days after Your birthday;

to cover wedding, birthday or other gifts purchased for members of **Your Family** 

The Excess shown in Your Schedule.

## **Shopping in Transit**

celebration

**We** will pay up to £250 for loss or damage to food and domestic purchases whilst being transported by **You** from the shops to **Your Home**.

 Theft from unattended road vehicles, unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle

## Optional extensions you can add to Section 2

This cover does not apply unless the schedule states that Accidental Damage is included

## WHAT IS INSURED

# A. Accidental Damage to Contents when in Your Home.

## WHAT IS NOT INSURED

- (a) The Excess shown in Your schedule
- (b) Clothing (including furs), Personal Effects, Money, Credit Cards, contact or corneal lenses, and food.
- (c) Loss or damage if the **Buildings** are lent, let or sub-let in whole or in part, or are left **Unoccupied** or **Unfurnished**.
- (d) Damage by scratching, denting, wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions, or gradually operating cause, or any process of dyeing, cleaning restoration, repair or alteration;
- (e) Damage caused by domestic pets;
- Damage caused by mechanical or electrical fault or breakdown or misuse;
- (g) Damage arising from depreciation or consequential loss:
- (h) Any loss, destruction or damage otherwise shown under section 2 and any extension to section 2 of this policy as not insured.
- (i) Confiscation or detention.

## **Basis of Claims Settlement**

- (a) We will pay up to the Maximum Claims Limit for Contents shown in Your schedule for the full cost of replacing as new (or at Our option We will replace as new) reinstating or repairing the lost or damaged Contents with a deduction for wear and tear made only in respect of clothing, household linen and Pedal Cycles.
- (b) The maximum amount **We** will pay in respect of any one loss for **Valuables** in the **Home** is £15,000, except as otherwise agreed by any endorsement shown to **Your** schedule.
- (c) The maximum amount We will pay for any Valuable item is £2,000, or Pedal Cycle is £500 unless specifically insured.
- (d) The maximum amount that **We** will pay in respect of any one loss under section 2 of this policy is the **Maximum Claim Limit** for **Contents** stated in the schedule for section 2.
- (e) If at the time of any loss or damage the total cost of replacing all of the Contents as new, less an allowance for wear and tear for clothing, household linen and Pedal Cycles, is greater than the Maximum Claims Limit for Contents shown in the schedule, We will pay only that proportion of the loss which the Maximum Claim Limit bears to the true replacement cost.
- (f) We will not pay for the cost of replacing any undamaged items forming part of a set, suite or other article of a uniform nature, design or colour, including carpets when damage occurs to a specific part or within a clearly definable area, and replacements cannot be matched.
- (g) In the event of a claim under this policy **We** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
- (h) In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided) or recent evidence of value or proof of purchase, to be produced before any payment can be considered.

### **Automatic Reinstatement**

The **Maximum Claim Limit** for **Contents** shown in the schedule will not be reduced by the amount of any claim unless **We** give written notice to the contrary.

## SECTION 3: PERSONAL POSSESSIONS AWAY FROM HOME

## See definitions Pages 4, 5 and 6

Part A: & Part B: cover is provided within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 90 days in any one period of insurance.

## Part A: Unspecified Articles, Personal Money, Credit Cards and Pedal Cycles

### WHAT IS INSURED

# Accidental loss or damage to Unspecified Articles comprising:

(i) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable **Personal Effects** (except sports equipment, guns and mobile telephones)

All up to a limit of £2000 for any one item;

(ii) Sports equipment, including sporting guns and wearing apparel used for amateur sports purposes

up to a limit of £2,000 any one loss;

(iii) Mobile telephones

up to £250 any one item and any one loss;

(iv) Money and Credit Cards.

Loss of Personal **Money** belonging to **You** or **Your Family** 

up to £250 any one loss.

**Money** is Personal **Money** held for private purposes by **You** or **Your Family** including bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

## WHAT IS NOT INSURED

- The Excess shown in Your schedule
- Any loss or damage to contact or corneal lenses.
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- Documents or securities.
- Household goods, foodstuffs and domestic appliances.
- Property more specifically insured.
- Sports equipment whilst in use.
- Activity Sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering
- · Collections of stamps, coins and medals.
- Televisions, audio and audio visual equipment.
- Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- Tools or instruments used or held for business or professional purposes.
- Loss or damage listed under exclusions to section 3 on Page 24.
- The Excess shown in Your schedule.
- Depreciation in the value of Money.
- Loss of Money caused by accounting errors or omissions.
- Loss of Money not reported to the Police within 24 hours of discovery of loss.
- Loss of Money held for business or professional purposes.

## **SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME**

Part A: Unspecified Articles, Personal Money, Credit Cards and Pedal Cycles (continued)

WHAT IS	<b>INSURED</b>
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# Your liability under the terms of the Personal Credit Cards including Cheque, Debit, Charge or Cash Cards, issued in the British Isles to You or Your Family, up to a maximum of £500 any one loss.

## WHAT IS NOT INSURED

- The Excess shown in the schedule.
- Any loss unless the terms and conditions under which the card is issued have been fulfilled.
- Losses not reported to the Police within 24 hours of discovery of loss.
- Any loss as a result of unauthorised use by a member of Your Family or a person residing with You.
- Loss listed under 'What is not insured' in section 3 on Page 24
- Loss caused by accounting errors or omissions.
- Depreciation in value.

## **Unspecified Pedal Cycles**

Accidental loss or damage to **Pedal Cycles** owned by **You** or **Your Family** up to £500 per cycle (unless specified on **Your** schedule).

- The **Excess** shown in the schedule.
- Loss or damage listed under 'What is not insured' by section 3 on Page 24
- Loss or damage while being used for track racing or business purposes
- Theft while away from the **Home** unless in a building or securely locked to an immovable object
- Loss of or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time

## **SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME**

Part B: Specified Articles

### WHAT IS INSURED

Loss or damage to articles specified and listed in **Your** schedule which have been accepted by **Us** and where evidence of value has been submitted.

### WHAT IS NOT INSURED

- The **Excess** shown in the schedule
- Loss or damage listed under 'What is not insured' for unspecified Items part A section 3.
- Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- Sports equipment while in use.
- Theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.

## **SECTION 3: PERSONAL BELONGINGS AWAY FROM HOME**

## **Basis Of Claims Settlement**

- (a) We will pay up to the selected Sum Insured (subject to any Maximum Claims Limit) shown in Your schedule for the cost of replacing as new (or at Our option We will replace as new), reinstating or repairing the lost or damaged property with a deduction for wear and tear made only in respect of clothing, sports equipment and Pedal Cycles.
- (b) In the event of loss or damage to any article forming part of a pair or set, **We** will not pay more than the value of the individual article lost or damaged.
- (c) In the event of a claim under this policy **We** reserve the right to request a valuation or recent evidence of value or proof of purchase to be produced before any payment can be considered.
  - In the event of loss or damage to any one article or pair or set of articles where the value exceeds £2,500 it will be necessary for a valuation (if not already provided), or other such proof to be produced before any payment can be considered.
- (d) In the event of loss or damage to compact discs and/or music cassettes from a motor vehicle, the maximum amount **We** will pay for any one loss is £100 in respect of these items.

## What is not insured by Section 3

- (a) Electrical, electronic or mechanical breakdown or derangement.
- (b) Breakage of china, glass (other than lenses), porcelain, earthenware, stone and other articles of a similarly brittle nature (other than jewellery), unless caused by fire, theft or attempted theft.
- (c) Damage to watches and clocks caused by over winding.
- (d) Loss of or damage:
- (i) by wear and tear, denting, scratching, deterioration, depreciation, mildew, moth, insects, vermin, rust or any gradually operating cause, or any process of repairing, restoring or renovating or cleaning or dyeing;
- (ii) to any property used professionally or for business purposes (other than office equipment, not otherwise insured, owned by, or the legal responsibility of **You** or a member of **Your Family**);
- (iii) arising from confiscation or detention by Customs or other officials;
- (iv) to musical instruments in respect of loss of tone or replacement of strings or drum skins.
- (e) Mechanically propelled or assisted vehicles, caravans, trailers, aircraft, hovercraft, boats or accessories or parts for any of them.
- (f) Theft of unattended **Pedal Cycles** unless in a locked building or attached by a security device to a permanently fixed structure.
- (g) Loss or damage
- (i) to any **Pedal Cycles** being used for trade or business purposes or being used in races, time trials and competitions or whilst practising for them.
- (ii) to tyres and accessories of any **Pedal Cycles** unless the **Pedal Cycle** is lost or damaged at the same time.

## GENERAL POLICY CONDITIONS - Which apply to ALL sections of this policy

## 1. Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **Your Family** permanently residing with **You** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may be capable of applying to and being complied with by such person or entity.

## 2. Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions Your Policy Administrator may ask as part of Your application for cover under the policy;
- b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
- tell Your Policy Administrator of any changes to the answers You have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

## 3. Your duty to prevent loss or damage

a) **You** and any person seeking the benefit of this policy must take all steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.

## 4. Your personal representatives

If **You** die, **We** will insure **Your** legal personal representatives for any liability **You** had previously incurred under the policy, provided they fulfil the terms of the policy.

## 5. Change in circumstances

You must inform Your Policy Administrator of any change in circumstances which increases the risk of loss, injury or damage. In particular You must notify Your Policy Administrator of any change in the number of Bedrooms from that shown in Your schedule and if You change Your address. We must also be advised if at any time the value of the Contents exceeds the Maximum Claim Limit shown in Your schedule.

#### 6. Cancellation

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## 7. Cooling off period

If You decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your Policy Administrator** within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **Your Policy Administrator** will then refund **Your** premium in full.

## 8. Fraud

If a claim is fraudulent in any respect all benefit under this policy will be forfeited.

## 9. Arbitration

Where **We** have accepted a claim but there is a disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **You** and **Us** in accordance with the law in force at that time. When this happens **Legal Proceedings** cannot be started against **Us** until the arbitrator has reached a decision.

## 10. Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other insurance covering the same loss, damage or liability **We** will pay only **Our** rateable proportion.

## 11. Notification of a Claim

When You become aware of a possible claim under this policy, You must notify Your Claims Administrator in writing as soon as possible. The Police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. You must provide Your Claims Administrator with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on You or Your Family in connection with a possible claim must be sent to Your Claims Administrator immediately. You must not answer any correspondence or admit, deny or negotiate any claim without Our written consent.

## 12. Company's rights after claim

We or Our representatives will be entitled to enter any building where loss of damage has occurred and deal with any salvage, but no property may be abandoned to Us. We may conduct, in Your name and on Your behalf, the defence or settlement of any legal action and take proceedings at Our own expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this policy.

## 13. Payment of Premium

Where payment of premium is not made any cover provided by this policy will be inoperative from the date such premium was due.

Where the premium is being paid by Direct Debit the due date will be in accordance with the premium repayment schedule advised by the premium financier used by Millennium Insurance.

Where the policy is cancelled mid term and a claim has occurred and been paid by **Us** during the period insurance in which the policy is to be cancelled, refund of premiums will be made at **Our** discretion.

## 14. Payment of Claims

In the event of a claim being made under this policy and the premium is being paid direct debit instalments which are unpaid or overdue. **We** reserve the right to deduct from any settlement **We** make any outstanding premium payment due to **Us**.

The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **Our** maximum liability shall not thereby be increased above the amount that would have been payable if **You** were the only person or entity that was entitled to contractual rights under the policy.

Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **We** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under this policy.

## 15. Law applicable to the Policy

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

## 16. 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 1988, 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.

## 17. Claims & Underwriting Exchange Register (CUE)

We may use Your personal information to prevent crime. In order to prevent crime We may:

Share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to information relating to **Your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

## GENERAL POLICY EXCLUSIONS - Which apply to ALL sections of this Policy

## What is not insured by this policy

- 1. Loss or destruction of, or damage to any property or any direct or indirect consequential loss, or any legal liability directly or indirectly caused by or contributed to or arising from:
  - (a) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
     This exclusion does not apply to Accidents to Domestic Employees Section 2(M);
  - (b) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; This exclusion does not apply to Accidents to Domestic Employees Section 2(M).
  - (c) pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2. Any loss suffered by You or Your Family due to any person obtaining property by deception.
- Any loss or damage to the property resulting from theft, attempted theft or malicious acts by You or any member of Your Family.
- 4. Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.

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

- (a) Direct or indirect loss, damage, derangement or malfunction of any insured item or any part of thereof where such loss, damage, derangement or malfunction occurs as a result of computer viruses
  - (b) Legal expenses or legal benefits or liability arising from (a) above

## EXCEPT

Where the loss or damage would fall to be dealt with by the operation of insured causes 1 to 11 inclusive under section 1 **Buildings** and section 2 **Contents** of this policy.

- 6. Loss, damage or destruction or any cost or expense of whatsoever nature or where so ever arising (including consequential loss and damage) directly or indirectly caused by resulting from or in connection with any act of **Terrorism** regardless of any other cause or **Event** contributing concurrently or in any other sequence to the loss, or any action taken in controlling preventing, suppressing or in any way relating to any act of **Terrorism**. This exclusion does not apply to Accidents to Domestic Employees Section 2(M).
- 7. Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
- 8. Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any consequential (indirect) loss of any kind.

## **MAKING A CLAIM - BUILDINGS AND CONTENTS**

## Please refer to the Policy Conditions for reporting claims in particular Condition 10 Page 40

- 1. Check that the claim is covered by **Your** policy.
  - Each section of the policy tells You what is covered and what is not covered.
  - The 'Basis of Settlement' paragraph will tell **You** how the claim will be settled, provided that the policy conditions are fulfilled.
- 2. To register a claim, please contact the **Claims Administrators** by telephone:

Fortress Household Claims Team on 0844 412 4222

NOTE: Please have **Your** Fortress policy number available. If damage is serious or caused by Riot, immediate telephone contact is essential as **We** may need to arrange inspection of **Your** property by a member of **Our** Claims staff or an independent loss adjuster who specialises in dealing with insurance claims. **We** will pay his fee.

- 3. If You require help and advice concerning Your claim, We will be pleased to assist You.
- 4. **We** may well be able to settle **Your** claim from the information provided in **Your** claim form but **We** may require further information, or ask **You** to furnish documentation in support of **Your** claim.
- 5. Many insurers are able to secure discounts on the replacement of items.
  - It is Our option whether We replace as new, reinstate, repair or pay a cash alternative.
  - If **You** would prefer a cash alternative, **We** may restrict this to an amount equal to the discounted replacement price **We** would normally pay.

This helps **Us** in controlling claims costs and ultimately premiums charged.

### **Claims Guidance Notes**

## Guidance Notes on how to make a claim

- Check the schedule to confirm that the appropriate section of the policy is operative
- 2. Refer to the policy section which will confirm if the loss destruction or damage is covered remember that certain causes are excluded and these are clearly indicated in the policy.
- 3. Read carefully General Conditions and:
  - if theft, attempted theft, malicious damage or vandalism has occurred, or
  - · credit debit or cash cards have been stolen or lost
  - possessions have been lost or stolen from You

advise the POLICE immediately and also the organisation that has issued the cards within 24 hours of discovery.

4. Contact Direct Group Property Services Limited on **0844 412 4222** to request a claim form.

## **Quote your Policy Number in all correspondence**

- Either complete and return the claim form (obtainable from Your insurance adviser at address shown on the documentation they have provided) so that We are advised as soon as possible and deal with Your claim without delay, or
- 6. Obtain two estimates as soon as possible for repairing the damage and retain any bills for the cost of emergency repairs as they may form part of **Your** claim
- 7. Please bear in mind that the policy is NOT a maintenance contract.

If someone is holding **You** responsible for damage to their property or for bodily injury to them **You** must, and this is MOST IMPORTANT:

- advise **Us/Your** insurance adviser immediately giving full details in writing.
- send to **Us** any letters, documents, writ or summons or mother legal documents which have been served on **You** or any member of **Your Family**, unanswered and without delay.
- do NOT engage in correspondence or dialogue with the other person but allow Us to deal with the matter on Your behalf.
- should **You** have any queries, please contact **Your** insurance adviser who will, if necessary, refer them to **Us** on **Your** behalf

## Our Service to you - Complaints Process

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance policy or the handling of a claim, you should follow the Complaints Procedure set out below:

## COMPLAINTS REGARDING THE SALE or ADMINISTRATION OF THE POLICY

Please contact:
Policy Administration Team
Quay Point
Lakeside Boulevard
Doncaster
DN4 5PL

Tel 0844 412 4151 Fax 0844 412 4213

Email <u>MIBFortress@directgroup.co.uk</u>

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to:

Customer Relations Department UK General Insurance Limited Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

### **COMPLAINTS REGARDING CLAIMS**

### **Direct Group Ltd**

Customer Relations Quay Point Lakeside Boulevard Doncaster DN4 5PL

Tel: 0844 412 9296 Fax: 0844 412 4138

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference '05244B'.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service South Quay Plaza 183 Marsh Wall Docklands London E14 9SR.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

## Safety Checklist and Risk Management Guide

Here is a short risk management guide that **You** can use to check how well protected **You** are. Much of the information is plain common sense, but it helps to check in case something has been missed.

## Pages 31 and 32 do not form part of Your policy and are provided for guidance & information only

Check	Tick if Done
Adequate guards fitted around any open fires	
Water Pipes properly lagged	
Neighbourhood Watch member	
Bicycles locked up	
Smoke detectors fitted & regularly tested	
Know where mains water stopcock is & provide neighbours with details if <b>You</b> are away	
Valuable items security marked	
Ladders chained up if outside	
Heating system Boiler is regularly serviced	
Frost Stat is fitted	
Locks fitted to downstairs and accessible windows	
Burglar alarm installed and tested	
Outbuildings are all properly locked & keys removed	
Nothing to steal left on in hallway or on show near to letterbox	
Chimneys swept regularly where Open Fires are used	
Call-in by neighbours organised when <b>You</b> are away	
Tools locked away in secure garage or outbuilding	_

## **Be Safety Aware**

Even with the best insurance the experience of a break-in, a flood or a fire can be very upsetting. Here are a few suggestions that **You** might follow in order to reduce the chances of something going seriously wrong.

#### **Fire Risks**

- 1. Smoke detectors save lives. Fit at least two devices, one on the ceiling of the ground floor hall and one on the ceiling of the upstairs landing, preferably close to the head of the stairs.
- 2. Remember to check that the batteries are still effective at least once every 3 months and lightly vacuum clean the elements at least once a year.
- 3. Check **Your** electric sockets. If **You** discover too many plugs hanging off one power point, spread them around or have more power points put in. Consider having an additional residual circuit breaker.
- 4. If **You** have open fires, have the chimneys swept regularly. Use a fire guard when children are around or when drying clothes. Don't let children play with matches or fire.
- 5. Don't leave hot fat or oil unattended on the cooker: if it catches fire, smother it with a fire blanket or damp cloth not water.
- 6. Never use a gas appliance if **You** think it's not working properly. Signs to look out for are soot and stains around the appliance and pilot lights that often blow out. Never cover it or block the air vents.
- 7. Have **Your** heating system and all gas appliances serviced regularly.

## Floods and Burst Pipes risks

- 1. Winter brings the threat of frozen pipes which can flood the house. Around 300 gallons of water can gush out of a burst pipe in a single hour: if you're away, or if **You** don't know how to turn it off, the effect can be devastating.
- 2. Find out where **Your** main stopcock is and check that **You** can turn it on and off. If **You** can't move it, don't be tempted to hit it with a hammer, contact a plumber instead.
- 3. Protect all **Your** pipes and tanks with proper lagging, to prevent water freezing and reduce **Your** bills too!
- 4. If **You** go away in winter, leave **Your** heating on at the normal setting, and ask a neighbour or relative to call in from time to time to check the pipes. Make sure they know where the stopcock is. If **You** don't have central heating, turn off the mains stopcock and drain the water system before **You** leave.
- 5. If a pipe bursts, turn off the mains stopcock, turn off the central heating system and turn on all the taps.
- 6. If **You** find the frozen pipe **Your**self and decide to defrost it, use gentle heat such as hot water bottles or cloths soaked in hot water, and remove any items that may be damaged by a burst.
- 7. If **You** live in a flood area, and **You** receive a flood warning, reduce the possibility of damage by acting quickly. As much as possible should be moved upstairs, especially electrical items and **Valuables** and personal items which can't be replaced easily, like pictures and photographs.

## Pages 31 and 32 do not form part of Your policy and are provided for guidance & information only

### **Crime Risks**

- 1. Install a burglar alarm and remember to set it whenever you're out of the house. Make sure it is maintained and clearly visible.
- 2. Make sure that **You** have good quality locks fitted to **Your** outer doors, and key-operated locking devices fitted to **Your** windows, to take advantage of **Our** premium discount. If **You** are a tenant **You** may be able to get the council or landlord to fit them.
- 3. Check that Your doors are strong enough. Glass panels near locks are especially vulnerable.
- 4. Fit exterior lights, such as those with sensors that switch on when they detect something within range.
- 5. Use time switches available from DIY shops to turn on lights, etc., when **You** are out, to make the house look occupied.
- 6. Never leave keys under the mat or where they can easily be found.
- 7. Don't keep large sums of **Money** at **Home**. If **You** have valuable items (such as jewellery) keep them in a safe deposit box rather than in **Your** house.
- 8. Keep cash, keys and credit cards out of sight.
- 9. Join a 'Neighbourhood Watch' scheme if there is one in **Your** area. Arrange with **Your** neighbours to watch **Your** house if **You**'re away.
- 10. Design **Your** garden for security. If the walls or hedges at the front are too high they can allow thieves to attack **Your** doors or windows while out of sight from the street. At the backmake wa**lls** harder to climb with materials that do not offer an easy grip, such as light fencing, trellis, or anti-c**limb** resin.
- 11. Give **Your** shed or garage a proper locking system and consider connecting it to the burglar alarm. Bicycles and motorcycles in the garage should be locked to ground anchors, and tools locked away.
- 12. Ladders should be chained up, as they can be used to get into upstairs windows.
- 13. If You go away, remember to cancel the milk and papers.
- 14. Get a friend or neighbour to look after the house when **You** are on holiday, to collect mail and generally make the house look lived-in.
- 15. If **You** own a bicycle, 'lock it and list it'. In other words, even if **You** leave it just for a minute always lock it with a good quality lock to something solid. If **You** have quick-release wheels take the front wheel off and put the lock through both wheels. To help the police (who have to auction thousands of unclaimed bicycles every year) make a note of its details and take a clear colour photograph. Ask **Your** bicycle dealer to stamp **Your** postcode on the frame with a Coded Cycle sticker to warn off thieves.
- 16. Use an ultra violet pen, readily available from stationery stores, to mark **Your** postcode and house name/number on all valuable and portable items of property.
- 17. Consider using Smart water on all valuable gold, silver items
- 18. Take photographs/video of valuable items, such as jewellery, watches etc. Remember to put a scale (e.g. ruler) in **the** picture. This can provide the police with valuable evidence in the aid of recovery of **Your** property. (Try to store the photographs elsewhere than in the **Home**.)



is administered by Millennium Insurance

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Authorised and regulated by the Financial Conduct Authority: 308310
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Millennium is a Direct Group Limited company.

Registered in England & Wales: 2103848

Registered Office: Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL

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Registered Office: Ageas House, Templars Way, Eastleigh, Hampshire, SO53 3YA.

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This can be checked on the Financial Services Register by visiting the FCA's website at the www.fca.org.uk.