



Falkirk Council

TENANTS INSURANCE SCHEME

HOME CONTENTS POLICY BOOKLET

**THIS INSURANCE DOES NOT COVER YOUR PROPERTY
AGAINST EVERYTHING THAT CAN HAPPEN**

**PLEASE READ THE POLICY AND QUERY ANYTHING
YOU DO NOT UNDERSTAND**

Some useful addresses and telephone numbers

- | | | |
|-------------------------|---|---|
| 1. Scheme Administrator | Falkirk Council
Insurance Section
Finance Services
Municipal Buildings
Falkirk
FK1 5RS
Tel: (01324) 506350
Email: insurance@falkirk.gov.uk | For general insurance enquiries

(where claim forms should be obtained) |
| 2. The Loss Adjuster | Crawford & Company
Crawford Affinity Management
1st Floor, Building 8
Exchange Quay, Salford Quays
Manchester, M5 3EJ
Tel: 0161 875 8988
Tel: 03333 202357 (If calling from a mobile) | (where claims can be made) |
| 3. The Insurer | Aviva Insurance Limited
Cruan Business Centre
123 Westerhill Road
Bishopbriggs
Glasgow
G64 2QR
Tel: 0345 0308733 | |
| 4. Scheme Broker | Aon Risk Solutions UK
2 Callaghan Square
Cardiff,
CF10 5BT | |

Aviva Insurance Limited, Registered in Scotland No 2116, Registered Office: Pitheavlis, Perth, PH2 0NH
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

HOME CONTENTS INSURANCE

INTRODUCTION

This is YOUR Falkirk Council Tenants Home Contents Insurance Policy. It explains YOUR insurance protection in detail.

Please read it carefully and keep it in a safe place.

Please check YOUR policy SCHEDULE enclosed with YOUR policy to ensure the details WE hold are correct.

If after reading YOUR policy YOU have any questions please contact YOUR insurer, Aviva or the ADMINISTRATOR (see back cover for contact details).

It will help US to deal with YOUR enquiry if YOU give the name of the scheme YOU belong to.

Telephone Call Charges and Recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on YOUR network provider) and are usually included in inclusive minute plans from landlines and mobiles. For our joint protection telephone calls may be recorded and/or monitored.

VERY IMPORTANT – PLEASE READ

No insurance policy protects against everything. Only the causes listed in the section named “Policy Cover” are insured under this Policy (subject to Policy Conditions and **EXCLUSIONS**).

Any loss or damage not listed in the Policy Cover Section is NOT covered.

Please ensure that YOU read the full policy booklet and query anything YOU do not understand.

Your cancellation rights - YOU have a statutory right to cancel YOUR policy within 14 days either from the day of purchase of the policy or the day on which YOU receive YOUR policy documentation, whichever is the later - for full details please refer to the Cancellation Rights condition shown on page 29.

Customers with Disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If YOU require any of these formats please contact the ADMINISTRATOR.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

THE CONTRACT OF INSURANCE

This policy is a contract of insurance between YOU and US.

The following elements form the contract of insurance between YOU and US, please read them and keep them safe:

- YOUR policy booklet;
- information contained on YOUR application form;
- YOUR SCHEDULE;
- any clauses endorsed on YOUR policy, as set out in YOUR schedule;
- any changes to YOUR home insurance policy contained in notices issued by US;
- the information under the heading “Important Information” which WE provide to YOU when YOU take out YOUR policy or which is included in YOUR Annual Review Notice.

In return for you paying YOUR premium, WE will provide the cover shown on YOUR schedule on the terms and conditions of this policy booklet during the period of insurance.

IMPORTANT NOTICE – INFORMATION AND CHANGES WE NEED TO KNOW ABOUT

YOU must take reasonable care to provide complete and accurate answers to the questions WE ask when YOU take out, make changes to, and renew YOUR policy.

Please tell US immediately if any of the information provided by you changes after you purchase YOUR policy or if there are any changes to the information set out in the application form or on YOUR schedule. YOU must also tell US immediately about the following changes:

- any intended alteration to, extension to or renovation of YOUR property. However YOU do not need to tell US about internal alterations to YOUR property unless YOU are creating an additional bedroom, bathroom or shower room
- any change to the people insured, or to be insured
- any change or addition to the contents or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on YOUR policy schedule
- if YOUR property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- if YOUR property is to be unoccupied for any continuous period exceeding 60 days, or
- if any member of YOUR household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If YOU are in any doubt, please contact US.

When WE are notified of a change, WE will tell YOU if this affects YOUR policy, for example whether WE are able to accept the change and if so, whether the change will result in revised terms being applied to YOUR policy.

If the information provided by YOU is not complete and accurate:-

- WE may cancel YOUR policy and refuse to pay any claim, or
- WE may not pay any claim in full, or
- WE may revise the premium, or
- the extent of the cover may be affected

MAKING A CLAIM - Should YOU need to make a claim under this policy, please refer to page 27 of this booklet.

The policy documents describes the property insured and sets out all the circumstances when YOU can make a claim. It tells YOU how WE settle claims and the maximum amount WE will pay.

Insurance policies do not cover YOU against every loss. For example, YOU cannot claim if the only damage is wear and tear caused by normal everyday use. The policy document also explains the EXCLUSIONS – the things YOU are not covered for.

There are also certain conditions which YOU must meet. For example, YOU must make sure that YOUR property is in a good state of repair and YOU must take all reasonable steps to prevent injury, loss or damage.

YOU must also make sure that the amount YOU insure for will always give YOU enough cover.

YOU should keep a written record (including copies of letters) of any information YOU give US or the ADMINISTRATOR.

A GUIDE TO YOUR POLICY

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DEFINITIONS

Each time WE use one of the words or phrases below, it will have the same meaning wherever it appears in CAPITALS in YOUR policy.

ACCIDENTAL DAMAGE

Damage caused suddenly and unexpectedly by an outside force.

ADMINISTRATOR

Falkirk Council.

AMOUNT INSURED

The AMOUNT INSURED is shown on the SCHEDULE. It is the maximum amount WE will pay (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. The maximum amount is not reduced if WE pay any claim.

The AMOUNT INSURED must be enough to replace the insured items as new. An adjustment for wear and tear will be taken from the cost of replacing clothing and household linen.

SPECIAL NOTE: RELIGIOUS FESTIVALS COVER

WE will automatically increase the AMOUNT INSURED by 15% during any month in which YOU celebrate a religious festival.

AUDIO/VISUAL/COMPUTER – TAPES, RECORDS AND DISCS

Any disc, tape or record used in conjunction with audio, visual or computer equipment. Including; Compact discs, Records, Computer Software, Video Cassettes, Audio Cassettes, Tapes, DVD.

AUTHORITIES

Police, Fire, Ambulance or Social Services.

BUILDINGS/HOME

Your HOUSE and the fixtures and fittings, outbuildings, garages, sheds, greenhouses and cellars which are all designed and only used for domestic purposes, and are all within the same site at the address shown on the SCHEDULE.

Your BUILDINGS also include terraces, patios, driveways, footpaths, walls, gates, hedges and fences all within the same site at the address shown on the SCHEDULE.

CONTENTS (Please see separate definition of HIGH RISK ITEMS)

All goods (including clothing) which belong to YOUR HOUSEHOLD or for which any member of YOUR HOUSEHOLD is legally responsible.

THIS DOES NOT INCLUDE THE FOLLOWING:

- 1) **MOTORISED VEHICLES**, caravans, trailers, boats, canoes, surfboards, sailboards, hovercraft, aircraft, gliders and any accessory which is designed to be used with any of these.
- 2) Living creatures, (however, see Domestic Animals on page 17).
- 3) Trees, bushes or plants of any kind (but not houseplants which YOU usually keep in YOUR HOUSE.)
- 4) Interior decorations (however, see Tenants' Liability on page 15).

- 5) Plans, drawings, securities, certificates or documents of any kind except those defined as MONEY.
- 6) Any domestic appliance which is part of a fitted unit. For example:-
A fitted oven/hob (however see Tenants' home improvements on page 10).
- 7) Property owned or used wholly or partly for business purposes or connected with any employment, other than HOMEWORKING EQUIPMENT.
- 8) Property more specifically insured by this or any other policy.
- 9) Guns and Firearms.
- 10) Data, information or computer programs which have been created by or specifically for members of YOUR HOUSEHOLD.

CREDIT CARDS

Credit, cheque, bankers and cash debit cards which belong to YOU.

(This does not include store loyalty cards or cards held for any business purposes).

EUROPEAN AREA

Europe, Jordan, Madeira, The Canary & Mediterranean Islands and those parts of countries bordering the Mediterranean.

EXCLUSIONS

Something YOUR policy does not cover YOU for.

FIXTURES AND FITTINGS

Built in furniture, oven, hobs and fish tanks. Fixed glass and sanitary ware. Pipes, ducts, tanks, wires, cables, switches, fires, boilers and storage heaters, all of which are permanently fixed. Fixed wall, floor (other than carpets) or ceiling coverings.

HIGH RISK ITEMS

Personal Items (but not clothing) including:

Pictures

Works of art

Jewellery

Watches

Articles of gold, silver or other precious metals.

Stamp, coin and medal collections

Photographic equipment

Furs

Video cameras

Personal computer equipment

Televisions, radios, audio and video equipment.

HOMEWORKING EQUIPMENT

Office furniture and office equipment including computers, printers, typewriters, fax machine, photocopiers and answer phones all used for business or professional purposes.

HOUSE

The HOUSE or self contained flat at the insured address shown on the SCHEDULE. This does not include fixtures and fittings, outbuildings, garages, sheds, greenhouses, cellars, terraces, patios, driveways, footpaths, walls, gates, hedges and fences or any other part of YOUR HOME.

MONEY

MONEY YOU have for personal reasons in the following forms.

- 1) Current coins or banknotes, cheques and travellers cheques.
- 2) Postal or money orders and current postage stamps.
- 3) National Savings stamps or certificates and Premium Bonds.
- 4) Luncheon vouchers, current travel tickets or other tickets with a fixed value.
- 5) Trading stamps or decremental cards.
- 6) Stamps for paying YOUR T.V. licence, gas, electricity or other bills.

MOTORISED VEHICLES

Any electrically or mechanically powered vehicle, other than:

- 1) Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to YOUR HOME;
- 2) Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- 3) Golf carts and trolleys;
- 4) Toys and models remotely controlled by a pedestrian;
- 5) Electrically assisted pedal cycles that are not legally required to pay Vehicle Excise Duty for road use (see www.gov.uk/electric-bike-rules for more information).

PERIOD OF INSURANCE

Any length of time shown on YOUR SCHEDULE for which YOU have paid the premium.

PERSONAL BELONGINGS

Luggage, clothing, jewellery, watches, furs, binoculars, sports, musical and photographic equipment and other items which YOU normally wear, or carry with YOU. All items must belong to YOU or be YOUR legal responsibility.

SCHEDULE

The SCHEDULE is part of this policy. Whenever there is a change in the terms of YOUR insurance contract, YOU will be given a fresh SCHEDULE. The SCHEDULE gives details of the POLICYHOLDER, the PERIOD OF INSURANCE, the property insured, the AMOUNTS INSURED, and the insured address.

UNITED KINGDOM

Great Britain (England, Scotland, Wales, the Isle of Man, the Channel Islands) and Northern Ireland.

UNFURNISHED

This is when the HOUSE is not furnished well enough for anyone to live in.

It must be in this condition for more than 60 days in a row.

UNOCCUPIED

This is when the HOUSE is not lived in by YOU or any member of YOUR HOUSEHOLD for more than 60 days in a row.

YOU/YOUR/YOUR HOUSEHOLD

The person (or people) named in the schedule, their domestic partner and members of their family (or families) who are permanently living with them.

WE/US/AVIVA

Aviva Insurance Limited.

POLICY COVER

PART A

INSURANCE FOR CONTENTS

YOU are covered by the insurance provided under Part A during the PERIOD OF INSURANCE. However, this depends on the limits and SPECIAL EXCLUSIONS (shown in Part A), General Conditions (see pages 28 to 31) and GENERAL EXCLUSIONS (see pages 24 to 26).

BASIS OF CLAIMS SETTLEMENT

If YOUR CONTENTS are lost or damaged in any of the circumstances explained in the appropriate section of YOUR policy, WE can choose to:-

- 1) pay the cost of repairs;
or
- 2) arrange for repairs;
or
- 3) pay YOU cash based on the cost of repairs;
or
- 4) give YOU an equivalent replacement;
or
- 5) pay the cost of an equivalent replacement;
or
- 6) pay YOU cash based on the cost of any equivalent replacement, with an amount taken off for wear and tear in respect of clothing and linen OR if YOU are claiming for any items which are not replaced.

WE will not pay for the cost of altering or replacing any items or parts of items which are not lost or damaged and which form part of a set, suite or other article of the same type, colour or design.

SECTION 1

INSURANCE FOR CONTENTS

WE will settle YOUR claim as explained in the Claims Settlement Section described on Page 4 if YOUR CONTENTS are lost or damaged while in YOUR HOUSE, domestic outbuildings, garages, sheds, greenhouses and cellars. YOU are insured if this loss or damage is caused by any of the following:-

SPECIAL EXCLUSIONS

(See also General Exclusions on Pages 24 to 26)

- | | |
|--|---|
| 1) Fire, Explosion | – a) NO SPECIAL EXCLUSIONS |
| 2) Lightning, Earthquake | – a) NO SPECIAL EXCLUSIONS |
| 3) Smoke | – a) Loss or damage caused by agricultural or industrial operations |
| 4) Riot, civil unrest, strikes and labour, political disturbances, vandalism and acts of malicious people. | – a) Loss or damage if YOUR HOME is UNOCCUPIED or UNFURNISHED
– b) Malicious damage caused by YOU or paying guests or tenants.
– c) Loss or damage to the contents of freezers or fridges caused by a power cut due to a deliberate act, or to strikes by the company (or it's employees) supplying YOUR power. |
| 5) Water escaping from any fixed water or heating installation, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank | – a) Loss or damage if YOUR HOME is UNOCCUPIED or UNFURNISHED
– b) Loss or damage to the equipment itself. |
| 6) Oil leaking from any fixed heating installation, pipes or equipment | – a) Loss or damage if YOUR HOME is UNOCCUPIED or UNFURNISHED |

SPECIAL EXCLUSIONS (Continued)

- 7) Theft or attempted theft
- a) Loss or damage if YOUR HOME is UNOCCUPIED or UNFURNISHED
 - b) Loss or damage which happens while YOUR HOUSE or any part of it, is let or sub-let. However YOU are covered if there is forcible and violent entry into YOUR HOUSE
 - c) Loss or damage caused by deception, unless deception has been used solely to gain access to YOUR HOME.
 - d) Loss of MONEY. However YOU are covered if there is forcible and violent entry into YOUR HOUSE (see also section 21 of this policy booklet).
 - e) Loss or damage caused by YOU, members of YOUR HOUSEHOLD, paying guests or tenants.
 - f) Loss or damage if YOU live in a self contained flat and the theft is from any part of the building that other people have access to or; if YOU live in a non self contained flat unless someone has broken into or out of the building by using force and violence or has got into the building by deception.
 - g) Loss or damage to or from any outbuilding, garages, sheds, greenhouses or cellars unless accompanied by forcible and violent entry.
- 8) Storm or Flood
- a) NO SPECIAL EXCLUSIONS
- 9) Falling Lampposts, Telegraph poles, Trees or Branches
- a) NO SPECIAL EXCLUSIONS
- 10) Aircraft and other aerial devices or articles dropped from them
- a) NO SPECIAL EXCLUSIONS

SPECIAL EXCLUSIONS (*Continued*)

- | | |
|---|--|
| 11) Breakage or collapse of television, radio and satellite dish aerials, aerial fittings and masts | – a) NO SPECIAL EXCLUSIONS |
| 12) Subsidence, Heave or Landslip | – a) Loss or damage caused from the coast wearing away. |
| 13) Impact by any vehicle, train or animal | – a) Loss or damage caused by insects or domestic animals. |

(PLEASE NOTE - For details of the standard ACCIDENTAL DAMAGE cover please refer to page 8 section 2 & page 9 section 5. For details of the optional ACCIDENTAL DAMAGE section refer to page 19.)

THE MOST WE WILL PAY UNDER SECTION 1 FOR ANY ONE CLAIM:

- 1) For CONTENTS - WE will pay up to the AMOUNT INSURED as shown on YOUR latest SCHEDULE, depending on the specific limits explained below.
- 2) For HIGH RISK ITEMS for the total of such items, not per item - WE will pay up to one third of the AMOUNT INSURED or £5,000 whichever is the greater.
- 3) For any single HIGH RISK ITEM - WE will pay up to £1,500
- 4) WE will pay up to £2,000 (subject to limits 1-3 above & 5-7 below) for CONTENTS kept in outbuildings, garages, sheds, greenhouses and cellars.
- 5) For MONEY - WE will pay up to £500
- 6) For CREDIT CARDS – WE will pay up to £500 per card
- 7) AUDIO/VISUAL/COMPUTER – TAPES, RECORDS AND DISCS (for the total of such items not per item) – WE will pay up to £1,500.
- 8) HOMEWORKING EQUIPMENT – WE will pay up to £500

REMEMBER:

{ The AMOUNT INSURED is shown on the SCHEDULE. It is the maximum amount WE will pay (depending on any special conditions shown in the policy booklet) for all claims which happen because of any one incident. This maximum amount is not reduced if WE pay any claim. The AMOUNT INSURED must be enough to replace the insured items as new. An adjustment for wear and tear will be taken from the cost of replacing clothing and household linen. }

SECTION 2

ACCIDENTAL DAMAGE TO AUDIO, VIDEO AND COMPUTER EQUIPMENT.

WE will settle YOUR claim, as explained in the claims settlement section on page 4, for ACCIDENTAL DAMAGE to YOUR.

- (a) radios, televisions, video players and recorders, home computers, recording and audio equipment in YOUR HOME;
- (b) receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to YOUR HOME
- (c) HOMEWORKING EQUIPMENT in YOUR HOME.

SPECIAL EXCLUSIONS TO SECTION 2 (See also GENERAL EXCLUSIONS on Pages 24 to 26)

- 1) Electrical or mechanical breakdown.
- 2) Video cameras, mobile phones, pagers, computer software, games, recording tapes, discs or records.
- 3) Loss in value.
- 4) Damage caused by:
 - chewing, scratching, tearing or fouling by domestic animals;
 - wear and tear;
 - the process of cleaning, washing, repairing or restoring any item;
 - failure to use in line with the manufacturer's instructions;
 - anything that happens gradually.

THE MOST WE WILL PAY UNDER SECTION 2

- (a) WE will pay up to the AMOUNT INSURED subject to the limits shown in SECTION 1
- (b) WE will pay up to the AMOUNT INSURED subject to the limits shown in SECTION 1
- (c) WE will pay up to £500.

SECTION 3

INSURANCE FOR LOCKS AND KEYS

WE will pay the cost of replacing keys and locks for outside doors and windows and alarms of YOUR HOME if the keys of these locks have been lost or stolen anywhere in the UNITED KINGDOM.

NO SPECIAL EXCLUSIONS TO SECTION 3 (But see also GENERAL EXCLUSIONS on Pages 24 to 26)

THE MOST WE WILL PAY UNDER SECTION 3

WE will pay up to the AMOUNT INSURED.

SECTION 4

INSURANCE FOR FREEZER AND REFRIGERATOR CONTENTS

WE will settle YOUR claim as explained in the Claims Settlement Section described on Page 4 if the contents of YOUR FREEZER or REFRIGERATOR are spoiled by:

- 1) Accidental failure of the freezing unit
- 2) Fumes from YOUR freezer or refrigerator
- 3) Accidental failure of the electricity or gas supply
not caused by the deliberate act of the supply authority.
- 4) Blowing of domestic fuses.

SPECIAL EXCLUSIONS TO SECTION 4

(But see also GENERAL EXCLUSIONS on Pages 24 to 26)

- 1) Loss or damage caused by:
 - a) vermin, insects (unless they cause failure of the freezing unit or the electricity or gas supply), or mildew;
 - b) any process of cleaning or repair or alteration
- 2) Loss or damage to:
 - a) the contents of freezers or refrigerators not in a building forming part of YOUR HOME.
 - b) any item held totally or partly for business purposes or in connection with any employment.

THE MOST WE WILL PAY UNDER SECTION 4

WE will pay up to the AMOUNT INSURED.

SECTION 5

INSURANCE FOR ACCIDENTAL DAMAGE TO MIRRORS AND GLASS

WE will settle YOUR claim as explained in the Claims settlement section described on Page 4 if YOUR mirrors, glass tops and fixed glass in furniture, cookers or ceramic hobs in the HOME are accidentally broken.

NO SPECIAL EXCLUSIONS TO SECTION 5

(But see also GENERAL EXCLUSIONS on Pages 24 to 26)

THE MOST WE WILL PAY UNDER SECTION 5

WE will pay up to the AMOUNT INSURED as shown on YOUR latest SCHEDULE.

SECTION 6

FATAL INJURY BENEFIT

WE will pay £7,500 if YOU die as a direct result of:

- (a) An accident, assault or fire in YOUR HOME.
- (b) An accident while travelling as a fare-paying passenger by train, bus or licensed taxi.
- (c) An assault in the street.

For US to pay a claim, YOUR death must happen within 3 months of the incident.

SPECIAL EXCLUSIONS TO SECTION 6

(See also **GENERAL EXCLUSIONS** on Pages 24 to 26)

- 1) Any incident happening outside the UNITED KINGDOM or Eire.

SECTION 7

TENANTS' HOME IMPROVEMENTS

WE will settle YOUR claim as explained in the Claims Settlement Section described on Page 4 if improvements to the property, made by YOU as a tenant, are lost or damaged. The loss or damage must be caused by any of the circumstances listed under Section 1 of the policy.

SPECIAL EXCLUSIONS TO SECTION 7

(See also **GENERAL EXCLUSIONS** on Pages 24 to 26)

- 1) Storm or flood damage to fences, gates or hedges
- 2) ALL SPECIAL EXCLUSIONS which apply to Section 1

THE MOST WE WILL PAY UNDER SECTION 7

WE will pay up to 20% of the AMOUNT INSURED as shown on YOUR latest SCHEDULE, or £2,000 whichever is the greater.

SECTION 8

INSURANCE FOR ALTERNATIVE ACCOMMODATION OR LOSS OF RENT

If YOUR HOUSE cannot be lived in as a result of loss or damage insured by any of the circumstances shown under Section 1, pages 5 - 7 of this policy, WE will pay the following:

- 1) The cost of reasonable accommodation if this is necessary. (including putting pets in kennels)
- 2) Rent which should be paid to YOU or by YOU.

NO SPECIAL EXCLUSIONS (See GENERAL EXCLUSIONS on Pages 24 to 26)

THE MOST WE WILL PAY UNDER SECTION 8

WE will pay up to 20% of the AMOUNT INSURED as shown on YOUR latest SCHEDULE.

When WE refer to the cost of reasonable accommodation in this section this means that WE will pay for alternative accommodation for YOU and YOUR domestic pets taking all of the circumstances of YOUR claim into account, including factors such as YOUR own 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 assistance in finding accommodation in difficult circumstances.

SECTION 9

INSURANCE FOR PERSONAL LIABILITY

WE will insure YOU for all sums which YOU become personally legally liable to pay for accidents which result in:

- a) bodily injury or illness of any person (but not any member of YOUR HOUSEHOLD or YOUR employees other than domestic employees).

or

b) loss of or damage to property.

UNRECOVERED COURT AWARDS

WE will pay for all sums which YOU have been awarded but which have not been paid within three months of the date of the award for:

- accidental bodily injury or sickness
- accidental loss of or damage to material property provided that:
 - Section 9 of this policy would have operated had the award been made against YOU; and
 - the award was made by a court in the UNITED KINGDOM; and
 - judgement is not subject to a pending appeal.

SPECIAL EXCLUSIONS TO SECTION 9

(See also **GENERAL EXCLUSIONS on Pages 24 to 26**)

- 1) Loss of or damage to property which belongs to or is in the care of:
 - (a) YOUR HOUSEHOLD;
 - (b) any other person who permanently lives with YOU
 - (c) any person employed by members of YOUR HOUSEHOLD.
- 2) Liability which results from YOU owning or occupying any land or building other than the BUILDING referred to in YOUR latest SCHEDULE.
- 3) Liability which results from YOUR trade, profession or employment.
- 4) Liability which results from owning, possessing or using the following:
 - (a) Animals - however, YOU are insured for domestic dogs, except those named in Section 1 (1) of the Dangerous Dogs Act 1991 (or any amending legislation), domestic cats, or for horses used for private hacking or private hunting.
 - (b) Firearms - however, YOU are insured for shotguns or airguns which YOU can legally own without possessing a firearm certificate.
 - (c) MOTORISED VEHICLES
 - (d) Mechanically propelled aircraft. However, YOU are insured for toys or models.
 - (e) Caravans
 - (f) Boats, boards and craft designed to be used in or on water, other than;
 - those only propelled by oars or paddles; or
 - pedestrian controlled toys or models.
- 5) Liability if YOU pass on any disease or virus.
- 6) Liability as a result of any agreement or contract unless YOU were liable before YOU made the agreement or contract.
- 7) Bodily injury or illness to YOU
- 8) Liability which results from any deliberate or malicious acts.

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 which are, as described in the act, dangerously out of control. For further advice please see the Office of Public Sector Information website: www.opsi.gov.uk or contact the Citizens Advice Bureau.

THE MOST WE WILL PAY UNDER SECTION 9

For claims under **INSURANCE FOR PERSONAL LIABILITY**, the most WE will pay is £2,500,000 unless the claim involves a domestic employee working for YOU at the time of the incident. In this case WE will pay up to £5,000,000. This is for all claims made against YOU as a result of any one incident. WE will also pay any extra costs and expenses made against YOU or incurred by YOU with our written permission.

For claims under **UNRECOVERED COURT AWARDS**, the most WE will pay is £1,000,000.

SECTION 10

INSURANCE FOR METERED WATER

WE will settle YOUR claim as explained in the Claims Settlement Section described on page 4 for loss of metered water for which YOU are responsible caused by any of the circumstances listed under Section 1, pages 5 - 7 of this policy.

SPECIAL EXCLUSIONS TO SECTION 10

(But see also GENERAL EXCLUSIONS on pages 24 to 26)

- 1) Loss or damage if YOUR HOUSE is UNOCCUPIED or UNFURNISHED
- 2) Any SPECIAL EXCLUSION applying to SECTION 1

THE MOST WE WILL PAY UNDER SECTION 10

WE will pay up to £1,000.

SECTION 11

INSURANCE FOR DOCUMENTS

WE will settle YOUR claim as explained in the Claim Settlement Section described on page 4 for loss or damage of documents (other than MONEY) whilst deposited for safe custody in any bank safe deposit, bank or solicitors strongroom in the EUROPEAN AREA. The loss or damage must be caused by any of the circumstances listed under Section 1, pages 5 - 7 of this policy.

SPECIAL EXCLUSIONS TO SECTION 11

(See also GENERAL EXCLUSIONS on pages 24 to 26)

THE MOST WE WILL PAY UNDER SECTION 11

WE will pay up to £1,000.

SECTION 12

CONTENTS TEMPORARILY REMOVED

WE will settle YOUR claim as explained in the Claims Settlement Section described on page 4 caused by any of the circumstances set out in the basic cover shown on Section 1, pages 5 - 7 of this policy while YOUR contents are temporarily removed from the HOME to:

- a) any bank or safe deposit, or any private home or building where YOU are living, employed or working in the UNITED KINGDOM; or
- b) any where else in the UNITED KINGDOM

SPECIAL EXCLUSIONS TO SECTION 12a) (See also GENERAL EXCLUSIONS on pages 24 to 26)

- 1) loss or damage to MONEY, unless someone has broken into or out of a building by using force and violence

SPECIAL EXCLUSIONS TO Section 12b) (See also GENERAL EXCLUSIONS on pages 24 to 26)

- 1) Loss or damage caused by storm, flood or malicious damage
- 2) Loss or damage caused by theft or attempted theft, unless someone has broken into or out of a building which involves forcible and violent entry or exit
- 3) Loss or damage caused while in a furniture store, salesroom or exhibition

THE MOST WE WILL PAY UNDER SECTION 12

WE will pay up to the AMOUNT INSURED subject to the limits shown in Section 1 page 7.

SECTION 13

CONTENTS AT UNIVERSITY, COLLEGE OR BOARDING SCHOOL

WE will settle YOUR claim, as explained in the Claims Settlement Section described on Page 4, for loss or damage to CONTENTS temporarily taken from YOUR HOME to a college, university, or boarding school in the UNITED KINGDOM caused by any of the circumstances set out in the basic cover (Section 1 – Pages 5 - 7),

SPECIAL EXCLUSIONS TO SECTION 13 (See also GENERAL EXCLUSIONS on pages 24 to 26)

- 1) Any SPECIAL EXCLUSION listed under Section 1.

THE MOST WE WILL PAY UNDER SECTION 13

WE will pay up to £2,500 subject to the limits shown in Section 1 page 7.

SECTION 14

HOUSEHOLD REMOVALS

Unless otherwise insured, WE will cover YOU for accidental loss or damage to YOUR CONTENTS during removal by professional removers by road to a new address within the UNITED KINGDOM.

SPECIAL EXCLUSIONS TO SECTION 14 (See also GENERAL EXCLUSIONS on pages 24 to 26)

Loss or damage:

- 1) to china, glass, pottery or other items which are brittle unless they have been packed by professional packers
- 2) while YOUR CONTENTS are in storage or being moved to or from storage
- 3) to MONEY, HIGH RISK ITEMS, DOCUMENTS and securities.
- 4) caused by scratching, denting or bruising
- 5) caused by damp, vermin or fungus

THE MOST WE WILL PAY UNDER SECTION 14

WE will pay up to the AMOUNT INSURED subject to the limits shown in Section 1 page 7.

SECTION 15

WEDDING GIFTS

WE will settle YOUR claim, as explained in the Claims Settlement Section described on Page 4, for loss or damage to wedding gifts caused by the circumstances set out in the basic cover (Section 1 – Pages 5 - 7), for 30 days before and 30 days after YOU or a member of YOUR HOUSEHOLD is married.

Cover applies while the gifts are:

- in YOUR HOME
- in the building where the reception is held
- in the married couples home
- being carried between any of the places set out above

THE MOST WE WILL PAY UNDER SECTION 15

WE will pay up to 15% of the AMOUNT INSURED subject to the limits shown in Section 1 page 7.

The AMOUNT INSURED is temporarily increased by 15% to provide this cover.

SECTION 16

INSURANCE FOR DOMESTIC FUEL OIL

WE will pay for the loss of domestic fuel oil as a result of damage caused by any of the incidents listed under Section 1, pages 5 - 7 of this policy. The domestic fuel must be stored within the boundaries of YOUR HOME.

SPECIAL EXCLUSIONS TO SECTION 16 (See also GENERAL EXCLUSIONS on pages 24 to 26)

1) All SPECIAL EXCLUSIONS which apply to Section 1.

THE MOST WE WILL PAY UNDER SECTION 16

WE will pay up to £1,000

SECTION 17

INSURANCE FOR CONTENTS IN THE OPEN WITHIN THE BOUNDARIES OF THE HOME

WE will settle YOUR claim as explained in the Claims Settlement Section described on Page 4 for CONTENTS lost or damaged while in the open but still within the boundaries of the HOME. The loss or damage must be caused by any of the circumstances listed under Section 1, pages 5 - 7 of this policy.

**SPECIAL EXCLUSIONS TO SECTION 17
(See also General Exclusions on Pages 24 to 26)**

- 1) Loss of or damage to pedal cycles
- 2) Loss or damage if YOUR HOME is UNOCCUPIED or UNFURNISHED
- 3) Any SPECIAL EXCLUSION listed under Section 1.

THE MOST WE WILL PAY UNDER SECTION 17

WE will pay up to £500

SECTION 18

TENANTS' LIABILITY

Unless otherwise insured, WE will provide cover if YOU are legally responsible as a tenant for;

- a) damage to YOUR landlord's FIXTURES AND FITTINGS and internal decorations caused by any of the circumstances set out in the basic cover (section 1 pages 5 - 7)
- b) ACCIDENTAL DAMAGE to fixed glass in windows and doors, fanlights, skylights, splashbacks, fixed sanitary ware and underground services to YOUR HOME.

SPECIAL EXCLUSIONS TO SECTION 18 (See also GENERAL EXCLUSIONS on pages 24 to 26)

- 1) Any SPECIAL EXCLUSIONS listed under Section 1 – Pages 5 - 7.
- 2) The cost of maintenance and normal redecoration
- 3) Any loss or damage if YOUR HOUSE is UNOCCUPIED or UNFURNISHED
- 4) Damage to underground pipes due to a fault or limit of design, manufacture, construction or installation.

THE MOST WE WILL PAY UNDER SECTION 18 (a)

WE will pay up to 20% of the AMOUNT INSURED as shown on YOUR latest SCHEDULE

THE MOST WE WILL PAY UNDER SECTION 18 (b)

WE will pay up to the AMOUNT INSURED

SECTION 19

VISITORS CONTENTS

WE will pay for the loss or damage to the CONTENTS of any visitors to YOUR HOME for the duration of the visit caused by any of the insured events covered under Section 1, pages 5 - 7 of this policy.

SPECIAL EXCLUSIONS TO SECTION 19 (See also GENERAL EXCLUSIONS on pages 24 to 26)

- 1) All SPECIAL EXCLUSIONS which apply to Section 1
- 2) Loss or damage if the CONTENTS are otherwise insured.
- 3) CONTENTS belonging to a paying guest or lodger.

THE MOST WE WILL PAY UNDER SECTION 19

WE will pay up to £750 in total.

SECTION 20

EMERGENCY ACCESS

WE will pay for damage to YOUR HOME that YOU are legally responsible for caused by forced entry to YOUR HOME by AUTHORITIES in the event of a medical emergency.

SPECIAL EXCLUSIONS TO SECTION 20
(See also **GENERAL EXCLUSIONS** on pages 24 to 26)

THE MOST WE WILL PAY UNDER SECTION 20

WE will pay up to £750

SECTION 21

BOGUS OFFICIALS

WE will pay for the theft of MONEY following illegal entry into YOUR HOME by a person/persons falsely claiming to be an official.

SPECIAL EXCLUSIONS TO SECTION 21
(But see also **GENERAL EXCLUSIONS** on pages 24 to 26)

1) Any theft that has not been reported to the police within 24 hours (YOU must obtain a crime reference number)

THE MOST WE WILL PAY UNDER SECTION 21

WE will pay up to £300

SECTION 22

INSURANCE FOR THEFT OF BELONGINGS FOLLOWING A HOLD-UP
(Mugging)

WE will pay for the theft of YOUR CONTENTS if the theft was as a result of a hold-up or mugging whilst the property is being carried or worn by YOU anywhere in the UNITED KINGDOM.

SPECIAL EXCLUSIONS TO SECTION 22
(But see also **GENERAL EXCLUSIONS** on pages 24 to 26)

1) Any theft that has not been reported to the police within 24 hours (YOU must obtain a crime reference number)

THE MOST WE WILL PAY UNDER SECTION 22

WE will pay up to £300

SECTION 23

INSURANCE FOR YOUR GARDEN

WE will pay for the cost of relandscaping YOUR garden if it is damaged by:
a. fire, explosion, lightning, malicious acts or riot, theft or attempted theft; or
b. being hit by vehicles, animals or aircraft or anything falling from them.

SPECIAL EXCLUSIONS TO SECTION 23
(See also **GENERAL EXCLUSIONS** on pages 24 to 26)

Loss or damage caused by:

- birds, insects or domestic pets
- frost or drought

- food to lawns
- bonfires
- natural ageing, vermin, rot, mildew, fungus or poisoning

THE MOST WE WILL PAY UNDER SECTION 23

WE will pay the cost of relandscaping up to £500 but not more than £250 for any one tree, shrub or plant.

SECTION 24

INSURANCE FOR DOWNLOADED ITEMS

WE will pay to replace legally downloaded audio/visual files lost or damaged by any of the circumstances shown under Section 1 of this policy.

NO SPECIAL EXCLUSIONS TO SECTION 24 (See also GENERAL EXCLUSIONS on pages 24 to 26)

THE MOST WE WILL PAY UNDER SECTION 24

WE will pay up to £500 for any one incident.

SECTION 25

TRACING AND ACCESSING LEAKS

If YOUR tenants' home improvements 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 tenants' home improvement necessary to find and repair the source of the leak and making good.

NO SPECIAL EXCLUSIONS TO SECTION 25 (See also GENERAL EXCLUSIONS on pages 24 to 26)

THE MOST WE WILL PAY UNDER SECTION 25

WE will pay up to £500 for any one incident.

Where WE refer to the term 'reasonable' in this section this means that WE will pay costs for goods and services which are competitive in the relevant marketplace.

SECTION 26

INSURANCE FOR DOMESTIC ANIMALS

WE will pay up to £1,000 if YOUR cat or dog owned solely by you or your family dies as a result of an accident sustained in the British Isles during the insurance period. WE will pay the cost of replacing the insured animal with another of the same breed, sex and pedigree.

SPECIAL EXCLUSIONS TO SECTION 26 (see also GENERAL EXCLUSIONS on Pages 24 to 26)

- 1) Domestic animal whilst in quarantine
- 2) Used primarily for showing, working or breeding
- 3) 9 years or older
- 4) Which have any physical defect, illness or diseases known to you or your family when the policy was taken out or at renewal
- 5) Outside the British Isles
- 6) Slaughter without our consent unless immediate slaughter on humane grounds is considered necessary by a veterinary surgeon
- 7) Breeding
- 8) Death as a result of surgery not necessitated by accidental bodily injury or not necessary to save the insured animals life.

THE MOST WE WILL PAY UNDER SECTION 26

WE will pay up to £1,000 for any one incident, but not more than £200 per domestic animal.

ACCIDENTAL DAMAGE EXTENSION COVER

THIS COVER DOES NOT APPLY UNLESS THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID AND YOUR SCHEDULE STATES THAT ACCIDENTAL DAMAGE COVER IS INCLUDED.

ACCIDENTAL DAMAGE

WE will provide cover for ACCIDENTAL DAMAGE to YOUR CONTENTS while they are in YOUR HOME. Claims will be settled as explained in the Claims Settlement Section on page 4.

SPECIAL EXCLUSIONS (See also GENERAL EXCLUSIONS on Pages 24 to 26)

- 1) The cost of replacing or repairing electrical or mechanical equipment that has broken down or been misused.
- 2) Damage caused by:
 - (i) wear and tear
 - (ii) vermin, insects, moth, mildew, wet and dry rot or fungus
 - (iii) domestic animals
 - (iv) any process of cleaning, repair, restoring, dismantling or alteration
 - (v) damp and rust
 - (vi) light and weather conditions and anything that happens gradually
 - (vii) paying guests or tenants
- 3) Damage while YOUR HOUSE or any part of it is lent, let or sub-let.
- 4) Damage if YOUR HOUSE is UNOCCUPIED
- 5) Damage to:
 - (i) any item which does not belong to YOUR HOUSEHOLD and which YOUR HOUSEHOLD is not legally responsible for.
 - (ii) any item owned or used either totally or partly for business purposes or connected with any employment.
 - (iii) food or drink and food in freezers
 - (iv) clothing
 - (v) contact and corneal lenses
- 6) Data, information or computer programs which have been created by or specifically for members of YOUR HOUSEHOLD

THE MOST WE WILL PAY UNDER THIS EXTENSION

WE will pay up to the AMOUNT INSURED for any one claim, subject to the limits shown in Section 1 page 7.

WHEELCHAIR / MOBILITY SCOOTER EXTENSION

THIS COVER DOES NOT APPLY UNLESS THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID AND YOUR SCHEDULE STATES THAT THE WHEELCHAIR / MOBILITY SCOOTER COVER IS INCLUDED.

This cover is for loss or damage to YOUR wheelchair / mobility scooter shown on YOUR SCHEDULE in and away from the HOME anywhere in the world.

Under the WHEELCHAIR / MOBILITY SCOOTER SECTION WE will not cover

- theft from an unattended vehicle (other than from a locked and concealed boot or concealed luggage compartment of a securely locked vehicle which has been broken into by using force and violence).
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- mobility scooters registered for road use;
- electrical or mechanical breakdown;
- confiscation or detention by Customs or other officials;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused by paying guests, tenants, leaseholders or YOU;
- theft by deception, unless deception is used only as a way to get into the HOME;

SPECIAL EXCLUSIONS (See also GENERAL EXCLUSIONS on Pages 24 to 26)

THE MOST WE WILL PAY UNDER THIS EXTENSION

The most WE will pay for loss or damage arising out of one incident is the amount shown on YOUR SCHEDULE under the heading WHEELCHAIR / MOBILITY SCOOTERS AMOUNT INSURED.

HEARING AIDS EXTENSION

THIS COVER DOES NOT APPLY UNLESS THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID AND YOUR SCHEDULE STATES THAT HEARING AIDS COVER IS INCLUDED.

WE will provide cover for loss of or damage to YOUR hearing aid anywhere in the world up to the limit shown on YOUR SCHEDULE.

Under the HEARING AIDS SECTION WE will not cover

- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence).
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- confiscation or detention by Customs or other officials;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused by paying guests, tenants, leaseholders or YOU;
- theft by deception, unless deception is used only as a way to get into the HOME

SPECIAL EXCLUSIONS (See also GENERAL EXCLUSIONS on Pages 24 to 26)

THE MOST WE WILL PAY UNDER THIS EXTENSION

The most WE will pay for loss or damage arising out of one incident is the amount shown on YOUR SCHEDULE under the heading HEARING AIDS AMOUNT INSURED.

PERSONAL BELONGINGS EXTENSION

THIS COVER DOES NOT APPLY UNLESS THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID AND YOUR SCHEDULE STATES THAT PERSONAL BELONGINGS COVER IS INCLUDED.

This cover is for loss or damage to YOUR PERSONAL BELONGINGS shown on YOUR SCHEDULE in and away from the HOME anywhere in the world.

Under the PERSONAL BELONGINGS SECTION WE will not cover

- theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence). WE will not pay more than £1,000 for any one incident;
- loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- loss or damage caused by the process of cleaning, washing, repairing or restoring any item;
- electrical or mechanical breakdown;
- loss or damage to sports racquets, sticks, bats and clubs while in use;
- confiscation or detention by Customs or other officials;
- loss in value;
- any loss that is not the direct result of the insured incident itself;
- business or professional use of musical instruments, photographic and sporting equipment and accessories;
- any loss or damage covered by another policy;
- theft, attempted theft or malicious damage caused by paying guests, tenants, leaseholders or YOU;
- theft by deception, unless deception is used only as a way to get into the HOME;
- business goods and equipment;
- furniture, furnishings, household goods and equipment, food and drink;
- bonds, stocks, shares and documents of any kind;
- MOTORISED VEHICLES, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these;
- any living creature.

Unless the following items are specifically shown on YOUR SCHEDULE, WE will not cover:

- snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment and riding tack;

PERSONAL BELONGINGS EXTENSION Cont.

- contact, corneal cap or micro lenses and hearing aids;
- personal money, credit and debit cards

SPECIAL EXCLUSIONS (See also GENERAL EXCLUSIONS on Pages 24 to 26)

THE MOST WE WILL PAY UNDER THIS EXTENSION

The most WE will pay for loss or damage arising out of one incident is the amount shown on YOUR SCHEDULE under the heading PERSONAL BELONGINGS AMOUNT INSURED. WE will not pay any more than £1,000 for any single item.

GENERAL EXCLUSIONS

The following **EXCLUSIONS** apply to YOUR policy

1) WAR AND TERRORISM

THIS POLICY DOES NOT COVER:-

A) WAR

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

B) TERRORISM

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as any act or acts including, but not limited to:

- a) the use or threat of force and/or violence
and/or
- b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and /or radiological means

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

C) OTHER ACTIONS

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

any action taken in controlling, preventing, suppressing or in any way relating to 1) War or 2) Terrorism above.

2) SONIC BANGS

THIS POLICY DOES NOT INSURE

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

3) RADIOACTIVITY

THIS POLICY DOES NOT INSURE

Loss, damage or liability which involves;

- a) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- b) the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

4) RIOT OR CIVIL COMMOTION

THIS POLICY DOES NOT INSURE

loss or damage caused by, or contributed to by, or that arises from riot or civil commotion outside the UNITED KINGDOM.

5) SEIZURE OR CONFISCATION

THIS POLICY DOES NOT INSURE

loss of or damage to any property caused during either seizure of or confiscation or attempts at either of these by Customs or other authorities.

6) LOSS IN VALUE AND INDIRECT LOSS

THIS POLICY DOES NOT INSURE

- (a) Loss in value
- (b) Any loss that is not the direct result of the insured incident itself.

7) COMPUTER SOFTWARE DATA

THIS POLICY DOES NOT INSURE

loss or corruption of computer software or data caused by computer viruses or where no adequate back-up copies have been kept.

8) OTHER EXCLUSIONS

THIS POLICY DOES NOT INSURE

- (a) Wear and tear or loss of value over time.
- (b) Faulty workmanship, design or materials.
- (c) Reduced value after an item has been repaired or replaced.
- (d) Any gradually operating cause
- (e) Any wilful act by YOUR HOUSEHOLD.
- (f) The failure or inability of any equipment or any computer program to recognise or correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date. This shall not exclude any resulting loss or damage otherwise insured by this policy.
- (g) Property owned or used wholly or partly for business purposes or connected with any employment.

9) POLLUTION OR CONTAMINATION

THIS POLICY DOES NOT INSURE

loss, damage or liability arising from pollution or contamination unless caused by:

- (a) a sudden and unexpected accident which can be identified; or
- (b) oil leaking from a domestic oil installation at the HOME.

CLAIMS EMERGENCY OUT-OF-HOURS HELPLINE

This service is operated by Crawford & Company, Loss Adjusters and will provide you with assistance for home emergencies. It is available 24 hours a day.

Your helpline telephone number is **0161 875 8988**.

REMEMBER any repair charges will be indicated to YOU before YOU accept the contractor's help and payment of bill will be YOUR responsibility. However, if the damage is covered by YOUR policy, WE will reimburse YOU for the bill. Claims should be submitted after following the claims procedure (see page 27).

For non-emergency claims please contact the ADMINISTRATOR for a claim form.

LEGAL AND TAX ASSISTANCE

Free advice on 0800 051 1701*

You can benefit from the following expert advice through our free 24 hour legal and tax helpline:

Legal advice helpline

This service gives you access to our legal helpline for expert advice on personal legal problems. It could be a dispute over consumer rights, property, terms of employment, even a dispute with YOUR neighbour or many other legal issues.

Tax advice helpline

Need advice on tax relief and allowances? Inheritance tax? Capital gains tax?

The helpline can also help you with all these and many other personal tax problems. Advice is limited to the law and practice of England and Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

*For our joint protection telephone calls may be recorded and/or monitored.

MAKING A CLAIM

Should YOU need to make a claim under this policy please contact the loss adjusters Crawford & Company on telephone number 0161 875 8988 (see back cover for details).

The following conditions apply to YOUR policy;

- (a) YOU must tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number.
- (b) Complete the claim form and return it to the Loss Adjuster, at the address shown on the back cover of this policy, without delay.

Claims not submitted within 60 days of the incident may be disallowed. See General Condition 8 on page 29.

- (c) Supply at YOUR own expense all reports, certificates, plans, specifications, information and assistance reasonably required.
- (d) Send to the Loss Adjuster immediately, at the address shown on the back of this policy, every letter or document about a claim. YOU, or any other person insured under this policy, or anyone acting on YOUR or their behalf, must not negotiate any claim or admit or deny liability without our written permission.
- (e) Ensure that no damaged item is disposed of without being seen by the Loss Adjuster who is appointed to act independently of the POLICYHOLDER and the Insurers in settling claims.
- (f) WE can defend or settle any legal action in YOUR name, or in the name of any other person insured by this policy. WE can recover any payment WE make under the policy to anyone else at our own expense and for our own benefit and WE can do it in YOUR name or in the name of any other person insured by this policy. WE can ask YOU and any other person insured by this policy for all the information and help WE need.

GENERAL CONDITIONS

The following conditions apply to YOUR policy: -

1) REINSTATEMENT

Following a claim, the AMOUNT INSURED will be automatically reinstated to that shown on the current SCHEDULE.

2) NON-RECEIPT OF SCHEDULE

Should YOU not receive a SCHEDULE on joining the scheme or after YOU have notified the ADMINISTRATOR of a change to YOUR policy details, YOU should contact the ADMINISTRATOR as a matter of urgency.

3) CONTINUOUS COVER

Unlike other insurance policies, YOUR policy, under the scheme, does not have an annual renewal date.

Changes WE can make to premium, policy cover and/or terms and conditions

We can, at any time and after taking a fair and reasonable view, make changes to YOUR premium, policy cover and/or terms and conditions of insurance to reflect changes in :

- our expectation of the future cost of providing cover
- our expectation of the future costs of administering YOUR policy
- the law, regulation or taxation that affects US or YOUR policy.

Changes will be notified to YOU in writing at least 21 days before they become effective. Premiums and/or policy cover may go up or down but WE will not recoup past losses.

In no circumstances will YOUR policy lapse but it may be cancelled in accordance with General Conditions 9, 10 and 11.

4) YOUR DUTY OF CARE

YOU must make sure that YOUR property is in a good state of repair and YOU must take all reasonable steps to prevent injury, loss or damage.

5) SALVAGE

WE can enter any building where there has been a loss or damage and deal with any salvage in a reasonable manner. However, YOU cannot just abandon property for US to deal with.

6) OTHER INSURANCE

If there is any other insurance covering the same claim, or would have covered the claim but for the existence of this policy, WE will not make any payment under **Section 9 – Insurance for Personal Liability** until all cover under that other insurance is exhausted. For all other claims WE will not pay more than our share even if the other insurer refuses the claim.

Important note - this condition will not have the effect of leaving YOU without cover for any claim and operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

7) IMPORTANT NOTICE – INFORMATION WE NEED TO KNOW ABOUT

YOU must take reasonable care to provide complete and accurate answers to the questions WE ask. If any of the information provided by YOU changes after YOU purchase YOUR policy and during the period of YOUR policy please provide details to US.

If the information provided by YOU is not complete and accurate:-

- WE may cancel YOUR policy and refuse to pay any claim, or
- WE may not pay any claim in full, or
- WE may revise the premium, or
- the extent of the cover may be affected.

8) TELLING US ABOUT A CLAIM

Any claim which YOU do not send to the LOSS ADJUSTER within 60 days from the date YOU were aware of an event or cause which may lead to a claim under this policy may be disallowed.

9) DISHONEST CLAIMS

If YOUR claim is in any way dishonest or exaggerated WE will not pay any benefit under this policy or return any premium to YOU and WE may cancel YOUR policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against YOU.

10) YOUR CANCELLATION RIGHTS

YOU have a statutory right to cancel YOUR policy within 14 days from the day of purchase of the contract or the day on which YOU receive YOUR policy documentation, whichever is the later.

If YOU wish to cancel and the insurance cover has not yet commenced, YOU will be entitled to a full refund of the premium paid.

Alternatively, if YOU wish to cancel and the insurance cover has already commenced, YOU will be entitled to a refund of the premium paid, less a proportionate deduction for the time WE have provided cover.

YOU can only cancel YOUR policy via the ADMINISTRATOR.

To cancel, please contact the ADMINISTRATOR at the address shown on the back of this policy booklet.

If YOU do not exercise YOUR right to cancel YOUR policy, it will continue in force and YOU will be required to pay the premium.

For YOUR cancellation rights outside the statutory cooling off period, please refer to General Condition 11.

11) CANCELLING THIS POLICY

Your right to cancel

Following the expiry of YOUR 14 day statutory cooling off period, YOU continue to have the right to cancel YOUR policy and/or any additional cover options provided by Aviva at any time during its term. If YOU do so, YOU will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time WE have provided such cover.

To cancel, please contact the ADMINISTRATOR at the address shown on the back of this policy booklet.

Our right to cancel

WE (or any agent WE appoint and who acts with our specific authority) may cancel this policy and/or any additional cover options provided by Aviva where there is a valid reason for doing so, by sending at least 7 days written notice to YOUR last known postal and/or e-mail address setting out the reason for cancellation.

Valid reasons include but are not limited to the following:

- Non payment of premium. If premiums are not paid when due WE will write to YOU requesting payment by a specific date. If WE receive payment by the date set out in the letter WE will take no further action. If WE do not receive payment by this date WE will cancel this policy and/or any additional cover options provided by Aviva from the cancellation date shown on the letter.
- Where WE reasonably suspect fraud.
- Where YOU fail to co-operate with US or provide US with information or documentation WE reasonably require and this affects our ability to process a claim or defend our interests. See the conditions in the "Making a Claim" section in this policy booklet.
- Where YOU have not taken reasonable care to provide complete and accurate answers to the questions WE ask. See the "Contract of Insurance" and "Information and Changes WE need to know about" section in this policy booklet and the separate "Important Information" notices supplied.
- Where YOU have made 3 claims of the same type within the past 2 years.

If WE cancel the policy and/or any additional cover options provided by Aviva under this section, YOU will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time WE have provided such cover, unless the reason for cancellation is fraud and/or WE are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

Important Note: The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Where our investigations provide evidence of fraud or a serious non-disclosure WE may cancel the policy immediately and backdate the cancellation to the date of the fraud or when you provided US with incomplete or inaccurate information, which may result in YOUR policy being cancelled from the date you originally took it out.

Important Note: When WE refer to ‘claims of the same type’ an example of this would be 3 claims all being caused by accidental damage.

12) PAYMENT OF PREMIUMS

You can pay YOUR premiums by:

- Direct Debit
- Card payment via My Falkirk online
- Card or cash payment via Falkirk Council offices

Late or non payment of premiums may prejudice claim settlements.

13) TENANTS RECEIVING HOUSING BENEFIT

Housing Benefit does not apply to insurance premiums. Even if YOU are on full Housing Benefit, YOU are obliged to pay premiums.

14) PREMIUMS PAID IN ADVANCE

When YOU pay premiums in advance, account should be taken of any change in premiums.

15) YOUR LIABILITY FOR PREMIUMS

On being accepted into the scheme YOU will remain liable for premiums until YOU receive the ADMINISTRATOR’S acknowledgement stating the last date from which insurance cover will apply. The ADMINISTRATOR reserves the right to recover from YOU any arrears of premiums unpaid.

COMPLAINTS PROCEDURE

Our promise of service

Our goal is to give excellent service to all our customers but WE recognise that things do go wrong occasionally. We take all complaints WE receive seriously and aim to resolve all our customers' problems promptly. To ensure that WE provide the kind of service YOU expect WE welcome YOUR feedback. We will record and analyse YOUR comments to make sure WE continually improve the service WE offer.

What will happen if YOU complain

- We will acknowledge YOUR complaint promptly.
- We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, WE will contact YOU with an update within 10 working days of receipt and give YOU an expected date of response.

What to do if YOU are unhappy

If YOU are unhappy with any aspect of the handling of YOUR insurance WE would encourage YOU, in the first instance, to seek resolution by contacting Aviva Tenants Contents Unit at the address shown on the back of this policy booklet.

If YOU are unhappy with the outcome of YOUR complaint YOU may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone:

0800 023 4567 (free from landlines) or
0300 123 9123

Or simply log on to their website at www.financial-ombudsman.org.uk.

Whilst WE are bound by the decision of the Financial Ombudsman Service, YOU are not. Following the complaints procedure does not affect YOUR right to take legal action.

Choice of Law

The Law of England and Wales will apply to this contract unless:

- 1) YOU and the Insurer agree otherwise; or
- 2) At the date of the contract YOU are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

FINANCIAL SERVICES COMPENSATION SCHEME

We are members of the Financial Services Compensation Scheme (FSCS). YOU may be entitled to compensation from this scheme if WE cannot meet our obligations, depending on the type of insurance and the circumstances of YOUR claim.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

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