

POLICY TERMS & CONDITIONS



DISCOUNT
insurance

Tenants Contents Insurance

with accidental damage cover

Discount Insurance

Introduction

Thank **you** for choosing Discount Insurance. This is **your** Contents Insurance Policy wording, setting out **your** insurance protection in detail.

Your premium has been based upon the information shown on the insurance certificate and recorded in **your** statement of fact.

This insurance offers a comprehensive cover, legal liability as well as extended options - please refer to **your** insurance certificate and statement of fact for **your** cover level, provided that the conditions under which this policy has been issued are fulfilled. If **you** have any questions, please contact **us** on 0208 847 8000 or free phone 0800 294 4522.

You must take reasonable care not to make a misrepresentation to the insurer. This means that all the answers **you** give and statements **you** make as part of **your** insurance application, including at renewal and when an amendment to **your** policy is required, should be honest and accurate. If **you** deliberately or carelessly misinform the insurers, this could mean that part of or all of a claim may not be paid.

We recommend that **you** keep a copy or a record of all information **you** give to **us**.

This insurance has been arranged by **Discount Insurance**, a trading style of Home and Travel Limited, and is underwritten by **Ageas Insurance Limited**.

Home and Travel Limited is authorised and regulated by the Financial Conduct Authority (FCA). Ageas Insurance Limited are authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. This can be checked on the FCA's register by visiting their website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Important note

Please read this policy document carefully and ensure that it meets **your** requirements. If **you** have any query please contact **your** agent whose details are shown in the certificate.

Please keep this policy in a safe place **you** may need to refer to it if **you** make a claim.

Discount Insurance, The Business Exchange, 26/28 Hammersmith Grove London, W6 7BA

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Making a claim

Please refer to the Policy Conditions for reporting claims on page 26 in particular Condition 10.

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 Claims Settlement sections of this policy will tell **you** how the claim will be settled, provided that the policy conditions are fulfilled.

2. Contact **your** agent or Home and Travel Limited on 020 847 8000.

Note: Please have **your** policy number available. If damage is serious in nature, 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. **We** may 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.
4. It is at **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.

To report a claim call the claims centre on 020 8847 8007.

Our customer-care policy

We are committed to treating **our** customers fairly. However, **we** realise that there may be times when things go wrong. If this happens, please use the most suitable contact from the following list. Please tell **us your** name and **your** claim number or policy number and the reason for **your** complaint.

We may record phone calls.

For complaints about claims, contact the Claims Director at:

Ageas Insurance Limited
Personal Insurances Claims Centre
1 Port Way
Port Solent
Portsmouth
Hampshire
PO6 4TY
Phone: 0800 161 5195
E-mail: claims.director@ageas.co.uk

For complaints about policy administration and documents, contact Discount Insurance Customer Services at:

Discount Insurance
The Business Exchange,
26/28 Hammersmith Grove
London, W6 7BA
Tel: 020 8847 8000
Fax: 020 8847 8001

E-mail: info@discountinsurance.co.uk

If we are unable to resolve your complaint, please contact the personal lines service manager at:

Ageas Insurance Limited
60 Spring Gardens
Manchester
M60 1HU
Phone: 0161 834 9888
Fax: 0844 748 0207
E-mail: underwritingcustomerservice@ageas.co.uk

We promise to:

- acknowledge **your** complaint within five working days of receiving it;
- have **your** complaint reviewed by a senior member of staff;
- tell **you** the name of the person managing **your** complaint when **we** send **our** acknowledgement letter; and
- respond to **your** complaint within 20 working days. If this is not possible for any reason, **we** will write to let **you** know when **we** will contact **you** again.

Financial Ombudsman Service

You may be able to pass **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review **your** case.

Their address is:

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

Phone: 0800 023 4567 if calling from a land line or 0300 123 9123 if calling from a mobile **You** can visit the Financial Ombudsman Service website at www.fos.org.uk

The ombudsman's service is available to personal policyholders. Their service is also open to charities, trustees and small businesses with income or assets within defined limits. **You** can get more information from **us** or the ombudsman.

If **you** take any of the action mentioned above, it will not affect **your** right to take legal action.

Regulation

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check the Financial Conduct Authority website at www.fca.org.uk, which includes a register of all the firms they regulate. Or **you** can phone them on 0800 111 6768.

Financial Services Compensation Scheme

We, Ageas Insurance Limited, are covered by the Financial Services Compensation Scheme (FSCS).

If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 020 7741 4100.

Definitions

The following definitions apply to Sections 1 and 2 ONLY.

The company/we/us/our

Ageas Insurance Limited as insurers and Home and Travel Limited as administrators of your policy.

Insured/you/your

The person or persons named as policyholder(s) in the certificate.

Family

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

Home

The house, bungalow or self contained flat/maisonette together with its garages and domestic outbuildings at the address shown in the certificate, used for private residential purposes.

Bedroom

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

Contents

What is insured	What is not insured
<ol style="list-style-type: none">Household goods, valuables and belongings, including money up to £750 and credit cards up to £1,000 owned by, or the legal responsibility of you or a member of your family when in your home.Tenant's fixtures and fittings.Visitors' personal effects up to £2,500 when in your home unless otherwise insured.Office equipment and office furniture used by you or your family for business or professional purposes up to £5,000 when in your home, unless otherwise insured, owned by, or the legal responsibility of you or a member of your family.	<ul style="list-style-type: none">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 used for business or trade purposes (other than office equipment and office furniture up to £5,000 when in your home).Plants, trees or any growing matter.Contact or corneal lenses.

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, fixed hot tubs, fixed jacuzzis, domestic fixed fuel tanks and cesspits, hardcourts, paved terraces, patios, drives, paths, walls, gates and fences, all contained within the boundaries of the land of the **home**.

Personal effects

Personal property which is designed to be worn or carried on or about the person.

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**.

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.

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.

Credit cards

Credit, cheque, debit, charge or cash cards.

Pedal cycle

Non-mechanically propelled **pedal cycle**.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Furnished but has not been permanently lived in by **you or your family**, or any other person with **your** permission, for more than 60 consecutive days. Regular visits to the **home** or occasional overnight stays does not represent permanently lived in.

Terrorism

For the purpose of the General Policy Exclusion (page 28) 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 government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

Water table

The **water table** is the area of ground below **your** property at which the soil is permanently saturated with water. The level of the **water table** alters with the climate and seasons.

Section 1 - Contents

See definitions Page 6 and Page 7

What is insured	What is not insured
Loss of or damage to the contents by the following causes:	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage due to any gradually operating cause.
1 Fire, smoke, explosion, lightning, earthquake	
2 Storm or flood	<ul style="list-style-type: none"> • Contents in the open at the time of any loss or damage. • Loss or damage to contents in basement rooms as a result of a rise in the water table.
3 Subsidence or heave of the site beneath the buildings , or landslip	<ul style="list-style-type: none"> • Loss or damage caused by: <ol style="list-style-type: none"> a the normal settlement or bedding down of new structures; b the settlement or movement of made-up ground; c coastal or river erosion; or d defective design, faulty workmanship or the use of defective materials or inadequate construction of foundations. • Damage resulting from: <ol style="list-style-type: none"> i demolition, construction, structural alteration or repair to the buildings; or ii groundworks or excavation.
4 Riot, civil commotion, strikes, labour disturbances	
5 Malicious acts	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by you, your family, paying guests or tenants.
6 Escape of water from a fixed water or heating installation, or plumbed in domestic appliance	<ul style="list-style-type: none"> • Damage to the installation or appliance from which the water escapes. • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by subsidence or heave of the site beneath the buildings, or landslip (refer to cause 3 for details of the cover provided by this policy). • Loss or damage caused by water overflowing from kitchen or bathroom fittings as a result of taps being left on. • Loss or damage caused by the failure, or lack of appropriate, grout and/or sealant.
7 Impact with the buildings by aircraft or aerial devices, vehicles, or any article dropped from them, and animals	<ul style="list-style-type: none"> • Loss or damage caused by domestic pets.

8 Theft or attempted theft	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Loss or damage caused by you, your family, paying guests or tenants. 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 when force and violence are used to gain entry or exit.
9 Leakage of oil from any fixed heating installation	<ul style="list-style-type: none"> Loss or damage caused after the buildings have been left unoccupied or unfurnished. Damage to the appliance from which the oil escapes.
10 Falling trees or branches	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> Loss or damage arising from erection, dismantling, repair or maintenance.

Extensions to Section 1 - Contents

What is insured	What is not insured
<p>A Temporary Removal of Contents We will pay for contents lost or destroyed by any of the causes 1-11 of section 1 of this policy whilst temporarily removed from the home but remaining in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands:</p> <p>a up to £5,000 in respect of contents whilst in university halls of residence or in student accommodation or otherwise; or</p> <p>b up to 20% of the contents limit shown in the certificate.</p>	<ul style="list-style-type: none"> The excess shown in the certificate (or £100 in respect of contents whilst in university halls of residence or in student accommodation if greater). 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 force and violence is used to gain entry to or exit from: <ul style="list-style-type: none"> a a building; or b in the case of halls of residence or student accommodation, a locked room.
<p>B Rent and Alternative Accommodation If the home cannot be lived in as a result of loss or damage to the contents insured under section 1 of this policy we will pay:</p> <p>a up to 12 months rent that you are responsible for paying as occupier until the home is again fit to live in;</p> <p>or</p> <p>b the reasonable extra accommodation costs, incurred with our written consent for</p> <ul style="list-style-type: none"> you, your family; and your domestic pets; until the home is again fit to live in.	
<p>C Deep Freezer Contents We will pay 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.</p>	<ul style="list-style-type: none"> The excess shown in the certificate. Loss due to the deliberate act of the supply authority. Loss if the freezer is more than 10 years old at the date of loss.

<p>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.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Malicious damage caused by you, your family, paying guests or tenants. • Damage to ceramic hobs fixed to and forming part of the home.
<p>E Audio and Audio Visual Equipment Accidental damage to: a televisions; b audio and visual equipment; and c home computer and games console equipment; which are owned by you or your family, or for which you are legally responsible.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • 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 caused by you, your family, paying guests or tenants.
<p>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 contents limit shown in the certificate in respect of: a Damage to the buildings by any of the causes 1-11 of section 1 of this policy. b Accidental breakage of fixed glass in windows, doors, fanlights, skylights or fixed sanitary ware in the buildings, and ceramic hobs fixed to and forming part of the home. c. Accidental damage by external means to cables, underground pipes or underground tanks, servicing the home and for which you are responsible.</p>	<ul style="list-style-type: none"> • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by you, your family, paying guests or tenants.
<p>G Contents in the Garden We will pay up to £1,000 for loss or damage by causes 1-11 of section 1 for contents in the open within the boundaries of your home. This includes cover for flowers, plants, shrubs or trees in pots or containers.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Flowers, plants, shrubs, trees and any growing matter not in pots or containers. • Loss or damage caused after the buildings have been left unoccupied or unfurnished. • Loss or damage caused by storm or flood.
<p>H Door Locks We will pay up to £1,000 in respect of replacement locks for external doors to the buildings if your keys are stolen or lost.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Thefts not reported to the police.
<p>I Loss of Oil and Metered Water We will pay up to £1,500 for: a the cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation; and b additional metered water charges incurred by you and resulting from any of the causes 1-11 of section 1 of this policy.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss otherwise shown as not insured under section 1 of this policy. • Loss if the buildings have been left unoccupied or unfurnished. • Accidental loss of metered water costs recovered from the responsible water authority.

<p>J Reinstatement of Title Deeds We will pay up to £2,500 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 1 of this policy while in your home or lodged with your solicitor, bank or building society.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • 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.
<p>K Public and Personal Liability 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:</p> <p>a death of any person; b bodily injury to any person; c illness or disease of any person; or d damage to material property; up to £2,000,000 in connection with:</p> <ul style="list-style-type: none"> • any one claim; or • series of claims; <p>made against you or a member of your family arising out of any one event, occurring during the period of insurance and incurred:</p> <p>i solely as occupiers, (but not owners) of the home or the land belonging to the home; or</p> <p>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.</p> <p>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. We reserve the right to withdraw our support in the defence of any claim if we decide the prospect of success of any judgement or potential judgement are insufficient to justify our continuing support.</p>	<ul style="list-style-type: none"> • Death, bodily injury, illness or disease to any member of your family or domestic employee. • Loss or 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 result of a 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: <ul style="list-style-type: none"> i lift, caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft); ii mechanically propelled or assisted vehicle (other than domestic gardening machinery or electric wheelchairs); iii animals except domestic pets other than those listed in the Dangerous Dogs Act 1991; or 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. • Liability if you have any other insurance policy that covers the same loss. • Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the home.
<p>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:</p> <p>a 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 limit of indemnity under extension K;</p> <p>b the liability giving rise to the court award occurs during the period of insurance; and</p> <p>c You agree to allow us to enforce any rights or remedies which we will become entitled to upon making payment.</p>	<ul style="list-style-type: none"> • Any amount whilst any appeal is pending.

<p>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:</p> <ul style="list-style-type: none"> a death of; b bodily injury to; or c illness or disease of; <p>any domestic employee in connection with:</p> <ul style="list-style-type: none"> a any one claim; or b series of claims; <p>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.</p> <p>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.</p> <p>The most we will pay for any claim (or claims) resulting from one cause is £10,000,000. This includes any legal costs and expenses.</p>	<ul style="list-style-type: none"> • 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.
<p>N Fatal Accident We will pay £5,000 if you or your partner die, 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.</p>	
<p>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.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Valuables and money. • Damage to articles of china, glass, porcelain, earthenware, stone and other articles of a similarly brittle nature unless packed by professional packers. • Any loss or damage not notified to the removal contractors within 7 days of the removal to your new permanent home.
<p>P Shopping in Transit We will pay up to £250 for loss or damage to food and domestic purchases whilst being transported from the shops to your home.</p>	<ul style="list-style-type: none"> • 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.
<p>Q Audio or Visual Downloads We will pay up to £2,500 in respect of legally downloaded audio or visual files if they are lost, damaged or destroyed as a result of any of the causes 1-11 of section 1 of this policy.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate.
<p>R Weddings, Birthdays and Christmas The contents limit shown in the certificate will be automatically increased by:</p> <ul style="list-style-type: none"> a 10% during the month of December; b 10% for 30 days before and after your wedding day; <p>and</p> <ul style="list-style-type: none"> c 10% for 7 days after your birthday; <p>to cover christmas, wedding or birthday gifts.</p>	

Optional Extensions to Section 1 - Contents

What is insured	What is not insured
<p>A Accidental damage to contents when in your home</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • Clothing (including furs), money, credit cards, contact and corneal lenses, and food. • Loss or damage if the buildings are lent, let or sub-let in whole or in part, or are left unoccupied or unfurnished. • 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. • Damage caused by domestic pets. • Damage caused by mechanical or electrical fault or breakdown or misuse. • Damage arising from depreciation in value or any costs not directly incurred as a result of the loss. • Any loss, destruction or damage otherwise shown under section 1 and any extension to section 1 of this policy as not insured. • Confiscation or detention.

Section 1 – Basis of Claims Settlement

- a **We** will pay up to the **contents** limit shown in the certificate 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** is 40% of the **contents** limit shown in the certificate.
- c The maximum amount **we** will pay for any valuable item is £2,500, unless specifically insured.
- d The maximum amount that **we** will pay in respect of any one loss under section 1 of this policy is the **contents** limit stated in the certificate for section 1.
- 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 **contents** limit shown in the certificate, **we** will pay only that proportion of the loss which the **contents** limit bears to the 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. In the event of loss of 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
- h Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- i The maximum amount **we** will pay following theft of jewellery or watches from the **home** is £5,000 unless stolen from a fixed locked safe.

Automatic Reinstatement

The **contents** limit shown in the certificate will not be reduced by the amount of any claim unless **we** give written notice to the contrary.

Section 2 - Extra Protection

See definitions Page 6 and Page 7

A and B within the limits of Great Britain, Northern Ireland, the Isle of Man, the Channel Islands and anywhere in the world for up to 60 days in any one period of insurance.

A Unspecified Articles, Personal Money and Credit Cards

What is insured	What is not insured
<p>Accidental loss or damage to unspecified articles comprising:</p>	
<p>a Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, sports equipment, mobile telephones, pedal cycles and other portable personal effects up to a limit of £1,500 any one item.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • 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. • Equipment used for winter sports, water sports and camping. • 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 listed under What is not insured by Section 2.
<p>b Personal money and credit cards. Loss of money belonging to you or your family up to £750 any one loss. Money comprising 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.</p>	<ul style="list-style-type: none"> • The excess shown in the certificate. • 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. • Loss listed under What is not insured by Section 2.

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 £1,000 any one loss.

- The **excess** shown in the certificate.
- 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 by Section 2.
- Loss caused by accounting errors or omissions.
- Depreciation in value.

B Specified Articles

What is insured	What is not insured
Loss or damage to articles specified in the Appendix to Section 2 in the certificate	<ul style="list-style-type: none"> • The excess shown in the certificate. • Loss or damage listed under What is not insured by Section 2. • Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container. • Sports equipment whilst in use. • Theft from unattended road vehicles unless the vehicle is securely locked and the items are stolen from luggage boot, concealed luggage compartment, or glove compartment, following forcible and violent entry.

Section 2 – Basis of Claims Settlement

- We** will pay up to the sum insured (subject to any limits) shown in **your** certificate 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**.
- 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.
- 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 of 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.
- 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 £75 in respect of these items.
- Where an item or any part thereof which is not year 2000, or any other date compliant, suffers loss or damage covered under this section of the policy then the basis of claims settlement will be the market value of the item or any part thereof at the time of the loss or damage.
- In respect of articles specified in section 2B in the event of the sum insured being insufficient to cover the full value of the article **we** reserve the right to reduce the amount of any claim payment.

What is not insured by Section 2

- 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 overwinding.
- 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; or
 - v caused by domestic pets.
- 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 cycles** is lost or damaged at the same time.

Privacy Notice

The following applies to sections 1 and 2 of this policy.

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else.

You should show this notice to anyone else **insured** or proposed to be **insured** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people **insured** under **your** policy. Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

We will use **your** personal information to arrange and manage **your** insurance policy, including handling underwriting and claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **your** personal information to assess **your** insurance application and provide information to credit reference agencies.

We may have to share **your** personal information with other insurers, statutory bodies, regulatory authorities, **our** business partners or agents providing services on **our** behalf and other authorised bodies.

We will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- for underwriting purposes, such as assessing **your** application and arranging **your** policy;
- for management information purposes;
- to prevent or detect crime, including fraud;
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

We use a number of service providers to support us, including companies who may be based outside Europe.

You can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on the next page.

Preventing and detecting crime

We may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or **money** transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about you. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out on the next page; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit insurancedatabases.co.uk. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

Marketing

We may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

We will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Security

We will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through **our** email system. **Our** email system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

Reinsurance use

We also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

Further information

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this. If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Policy Conditions

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 reasonably be capable of applying to and being complied with by such person or entity.

2 Your duty to prevent loss or damage

- a **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

3 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.

4 Changes in circumstances

You must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a If **you** change address or the number of **bedrooms** is increased.
- b **You** or **your family** being convicted of a criminal offence (other than driving offences).
- c If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d If the sums insured shown in the certificate are not adequate.
- e A change in occupancy or use of the **home** address.

5 Cancellation

We may cancel this policy by giving **you** 21 days notice by letter at **your** last known address. If **we** cancel the policy **we** will refund premium paid for the unexpired period of insurance. Notice given to **you** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy. **You** may cancel this policy by giving **us** 21 days notice. Providing **you** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **you** may be entitled to a refund of premium for the unexpired period of insurance.

6 Cooling-off period

If **you** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **you** or **your family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **we** will refund any premium **you** have paid. If a claim has been paid or an incident has occurred which may give rise to a claim **we** will make a charge amounting to 20% of the annual premium.

7 Fraudulent claims

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

8 Arbitration

Where **we** have accepted a claim but there is 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.

9 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.

10 Notification of a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing as soon as reasonably 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, at **your** own expense, provide **us** 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 **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

11 Company's rights after a claim

We or **our** representatives will be entitled to enter any building where loss or 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.

12 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 under Creditplan the due date will be in accordance with the Repayment Schedule. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

13 Payment of Claims

In the event of a claim being made under this policy and the premium is being paid under Creditplan **we** may deduct from any settlement any outstanding premium payment. 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 the policy.

14 Law Applicable to the Policy

You and **the company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply

General Policy Exclusions

What is not insured by this policy

- 1 Loss or damage to any property, 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 1(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 1(M); or
 - 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.
- 3 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.
- 5
 - a Direct or indirect loss, damage, derangement or malfunction of any **insured** item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - i a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
 - ii 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 virtue of the operation of causes 1 to 11 inclusive under section 1 **contents** of this policy.

- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 1(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 costs not directly incurred as a result of the loss.

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UK & EU HOLIDAY HOMES

CARAVAN INSURANCE

TRAVEL INSURANCE

BREAKDOWN INSURANCE

PET INSURANCE

TENANTS REFERENCING

DISCOUNT INSURANCE

The Business Exchange,
26/28 Hammersmith Grove
London, W6 7BA
Tel: 020 8847 8000
Fax: 020 8847 8001

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