

Ultima

Buildings and Contents Insurance

Policy Booklet



A simple way to protect

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Introduction

This is your Ultima Home Insurance Policy arranged and administered by Select & Protect. This policy, the application form and the Schedule Of Insurance with any endorsements shown on it together form the insurance contract. Please read all these documents very carefully. If You are unsure of the meaning of any part of this policy or it does not meet Your requirements, please let Select & Protect know as soon as possible. We will insure You for the cover described in this policy and Your Schedule Of Insurance against loss, damage or liability which may happen during Your period of insurance.

Changing Your mind

You have the right to cancel Your policy during a period of 14 days after the later of the day of purchase of the contract or the day on which You receive Your policy documentation.

If You wish to do so, 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 do so and if the insurance cover has already commenced, You will be entitled to a refund of the premium paid, subject to a deduction for the time for which You have been covered. This will be calculated on a pro rata basis for the period in which You received cover.

To exercise Your right to cancel Your policy, please contact **Select & Protect, PO Box 5730, Southend-on-Sea SS1 2ZT**.

If You do not exercise Your right to cancel Your policy, it will continue in force until cancelled and You will be required to pay the premium as stated.

Important Numbers

Need more information? We're here to answer all Your questions.

Simply phone:

Policy Queries: 0845 345 6800

between 8.00am and 6.00pm Monday to Friday (9.00am to 2.00pm Saturday)

Claims Line: 0845 345 6800

between 9.00am and 6.00pm Monday to Friday.

Select & Protect Assistance

Free Legal and tax advice on 0800 051 1710

As a Select & Protect home insurance policyholder, you're entitled to use the Select & Protect Assistance number for round-the-clock expert help with legal and tax issues.

Legal Advice

Select & Protect Assistance puts you through to a legal advice helpline, ready to give you free help with any personal legal problem directly affecting you e.g. disputes over consumer rights, property issues, neighbour disputes, terms of employment and many other legal challenges.

Tax Advice

Who can you ask for advice on tax relief and allowances, inheritance tax or capital gains tax? The Select & Protect Assistance line can help you with these and any other personal tax problem directly affecting you.

The tax and legal helpline is available 24 hours a day, 365 days a year. The advice available from the tax and legal helpline is limited to the law and practice of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man

For our joint protection, telephone calls to the helpline may be recorded and/or monitored

How To Use Your Policy

This policy is written in plain English to make Our intentions clear. However We have tried to explain some points in more detail below.

What cover do I have?

Your policy is divided into sections. To find which sections apply, please check Your Schedule Of Insurance. This also tells You what limits apply to Your cover.

What amounts should I insure?

It is Your responsibility to make sure that the amount You insure for represents the full value of the property concerned.

For Buildings, this means the full cost of rebuilding Your property including any outbuildings, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and meeting the requirements of local authorities.

For Contents, this means the full cost of replacing all the property at today's prices (apart from clothing and household linen, where You may make a deduction for wear and tear and loss in value when calculating this figure).

You can change the amount that You have insured at any time and should do so if You do not think that You currently have the right amount of insurance cover.

It's important that You insure for the full amount as the 'Sums Insured' are the maximum that We will pay in the event of a claim.

What do I need to do if my circumstances change?

Your policy has been based upon the information that You have given Us about You and Your property. You MUST tell Select & Protect immediately of any changes to the answers You have given Us in Your application form including, of course, a change of address. This includes telling Us, for example, if You (or anyone living with You) are convicted of or charged with or have received a police caution for any criminal offence (other than motoring offences). Should You not immediately advise Select & Protect of any such changes Your cover could become invalid.

Premium Collection

This is an insurance policy with no fixed term. It continues to be in force until cancelled by either You or by Us. You have the right to cancel this policy at the end of any month simply by notifying Select & Protect at least 7 days prior to the last day of the month. We have the right to cancel this policy at the end of any month subject to giving You at least 30 days' notice.

On or shortly after the first working day of each month Your premium for one month's cover will be charged direct to Your bank account. You must make sure that there are sufficient funds in Your bank account at that time to meet Your premium. If the premium is not paid for any reason, You will receive a letter from Select & Protect requesting payment to enable the insurance to continue. If payment is not received within 7 days cover will cease from the end of the last month for which premium was received. If three consecutive direct debits are unpaid, We will cancel the policy.

The first debit We make will be for the period from the Start Date shown on Your Schedule Of Insurance to the end of the following month (e.g. 10th February to 31st March). This first premium is shown near the top of Your Schedule Of Insurance.

The second and subsequent premiums will be the actual monthly premium shown at the end of the Schedule Of Insurance.

If You change Your bank details You must let Select & Protect know immediately so that they may amend their records.

Customer Service

You are important to Us. As a valued customer You are right to expect fairness and a swift and courteous service at all times. We recognise that sometimes You may feel unhappy with Us. To help Us improve, We would appreciate Your honesty in telling Us about Your experience of Our service – Your feedback can make all the difference.

What will happen if You complain?

Your complaint will be acknowledged within two working days of receipt and We aim to resolve all complaints within five working days. If Your complaint is not resolved within five working days or more if detailed enquiries are needed, We will contact You with an update and give You an expected date of response within 20 working days from when You first made Your complaint.

What should You do if You have a complaint?

Step 1

Please contact **Select & Protect, PO Box 5730, Southend-on-Sea SS1 2ZT** or call **0845 345 6800**.

Step 2

If You remain dissatisfied or feel that Your complaint remains unresolved, please write to the **Chief Executive, Aviva, PO Box 6, 8 Surrey Street, Norwich NR1 3NS**. Giving Us Your policy number in any correspondence will help Us, thank You. A review of the matter will then be carried out at a senior level and a final decision given.

Step 3

If after making a complaint to Us, You are still unhappy and feel the matter has not been resolved to Your satisfaction, please contact the **Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR** or phone **0845 080 1800**. The Ombudsman will only consider Your complaint if You've already given Us the opportunity to resolve it.

Following these procedures will not affect Your right to take legal action.

Telephone Call Recording

For Our joint protection, telephone calls may be recorded and/or monitored.

General Information

Insurer

This insurance is underwritten by Aviva Insurance UK Limited.

The Law

There is a choice of law for this insurance, but unless We agree otherwise, the law for that part of the UK where You live will apply.

Financial Services Compensation Scheme

Our obligations are covered by the Financial Services Compensation Scheme (FSCS). If We were unable to meet Our obligations You could be entitled to compensation from this scheme depending on the type of insurance and the circumstances at the time.

You are covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS website www.fscs.org.uk, or write to **Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsooken Street, London E1 8BN**.

Data Protection Act – Information Uses

For the purposes of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply are **Select & Protect and Aviva Insurance UK Limited**.

Insurance Administration

Information You supply may be used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this policy You will signify Your consent to such information being processed by the insurer or its agents.

Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time:

- Share information about You with other organisations and public bodies including the Police;
- Check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, We will record this. We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases We access or contribute to.

Claims Procedure

We aim to provide a high level of service and to deal with Your claim quickly and fairly.

It is Our intention to act as a fair insurer communicating with You, Our customer, using plain, easy-to-understand language and aiming to settle claims within the shortest possible time.

If You need to make a claim, the following procedure should help guide You through the process. First read the Schedule Of Insurance and policy wording to check You are covered, then:

- 1 Contact Select & Protect by telephone on **0845 3456 800** to report the claim. They will advise You whether a claim form needs to be completed and how they will progress Your claim.
- 2 If You are required to complete a claim form, please send it to Select & Protect fully completed as soon as practically possible. Please send all details and documents that We request.

Guaranteed Repairs

You have the reassurance of knowing that all work carried out by Our recommended builders or approved contractors is guaranteed for 12 months.

Definitions

In this policy certain words and phrases have precise meanings. Below is an explanation of what these mean. These words will start with capital letters whenever they appear in this booklet.

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

British Isles

The United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.

Buildings

- The Home, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the Home.
- Fixtures, fittings and decorations.

These must be at the address shown in the Schedule Of Insurance.

Contents

Household items and personal belongings:

- that You own
- that You are legally responsible for; or
- that belong to domestic employees who live with You.

The definition of Contents does not include:

- property insured by any other insurance policy
- securities (stocks and shares) and documents of any kind
- Motorised Vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these
- any part of the structure of Your Home including ceilings, wallpaper and the like
- items used for business or professional purposes other than Homeworking Equipment; or
- any living creature.

Excess

The amount You will have to pay towards each separate claim.

Home

The house or flat and its garages and outbuildings, used only for domestic purposes.

Homeworking Equipment

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

Motorised Vehicle

Any electrically or mechanically powered vehicle other than:

- vehicles used only as domestic gardening equipment within the boundaries of the land belonging to Your Home
- vehicles designed to help disabled people (as long as the vehicles are not registered for road use)
- golf carts and trolleys; and
- pedestrian-controlled toys and models.

Personal Money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, Premium Bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

Schedule Of Insurance

The document We sent You:

- when We accepted this insurance; or
- following any subsequent amendment to Your cover.

whichever is the most recent and which shows the name of the insured, the address of Your Home, the Sums Insured and the sections of this policy which apply to You.

General Conditions

Select & Protect

Select & Protect, PO Box 5730, Southend-on-Sea SS1 2ZT tel: 0845 3456 800 (the arrangers and administrators) authorised and regulated by the Financial Services Authority.

Student Possessions

The personal property of a member of Your family permanently residing with You which is removed from the Home while that person is living away from the Home within the British Isles for the purpose of studying full time at university or other college of higher education.

Sum Insured

The maximum We will pay for each and every incident of loss or damage (except where specifically increased or limited elsewhere in Your policy documents) which is shown in Your Schedule Of Insurance.

Unoccupied

Not lived in by You, or by anyone who has Your permission, for more than 60 days in a row or does not contain enough furniture for normal living purposes.

Valuables

Stamp, coin or medal collections, pictures, other works of art, items of gold, silver or any other precious metal, jewellery, watches or furs.

Unless specifically listed in the Schedule Of Insurance:

- Valuables are covered up to 30% of the Contents Sum Insured
- the single article limit is £1500.

We, Our, Us

Aviva Insurance UK Limited, Registered in England No. 99122. Registered office: **8 Surrey Street, Norwich NR1 3NG**. Authorised and regulated by the Financial Services Authority.

You, Your

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

The following conditions apply to this contract of insurance:

1 Your duty to prevent loss or damage

- You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- All property insured by this policy must be maintained in good condition.

2 Your policy

Your policy includes:

- Your Schedule Of Insurance
- the relevant sections of this booklet
- any extra policy sections shown in Your schedule; and
- any clauses which apply to Your cover.

3 Claims

Your duties:

As soon as You are aware of an incident or cause which is likely to lead to a claim under this policy, You must:

- tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number
- contact Us as soon as reasonably possible and provide all the information and help We need
- do all You can to get back any lost or stolen property and tell Us without unnecessary delay if any property is then returned to You
- send Us all correspondence, legal documents or any other document unanswered; and
- avoid discussing liability with anyone else without Our permission.

Proof of value and ownership:

To help You prove any loss, We recommend that You keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with Your claim.

Our rights:

We may:

- inspect any item or property for which You are claiming. You must not sell, throw or give away any item or property for which You are claiming without Our prior written consent. You must take reasonable steps to protect the item or property for further loss or damage; or
- take over and defend or settle any claim in Your name; or
- prosecute (in Your name for Our own benefit) any claim for indemnity or damages otherwise.

We have the right to do as We see fit in taking legal action and in settling Your claim.

Limit:

For any claim or series of claims involving legal liability covered by this policy, We may pay:

- up to the limit shown in the policy (less any amounts already paid as compensation); or
- any lower amount for which We can settle Your claim.

Once We have made the payment, We will have no further liability in connection with Your claim, apart from paying costs and expenses You incurred before the payment date.

4 Fraud

If Your claim is in any way dishonest or exaggerated We will not pay any benefit under this policy. All cover will be cancelled with effect from the date of the claim and no return premium will be given. We may also tell the police.

5 Other insurance

If there is any other insurance covering the same claim, We will only pay Our share of the claim, even if the other insurer refuses the claim.

6 Cancellation

You may cancel this policy at the end of any month, without penalty, by writing to Select & Protect or telephoning Select & Protect on **0845 3456 800**. Select & Protect will need to receive Your written or verbal instructions to cancel at least 7 days prior to the last day of the month. Any refunded premiums may be subject to an administration fee of 10%.

We may cancel the policy at any time by giving You 30

days' written notice to Your last known address. Please refer to PREMIUM COLLECTION on page 4.

7. Index linking of Sums Insured

The Sums Insured under the Buildings and Contents Sections may be increased at the end of each month if the:

- Building Housing Cost Index produced by the Royal Institution of Chartered Surveyors or other suitable index increases, for Buildings, and
- General Index of Retail Prices or other suitable index increases, for Contents.

If the Index values reduce, Your Sums Insured will remain the same. Your premium will be adjusted annually on the anniversary date.

Any specified Valuables listed in Your Schedule Of Insurance are NOT index linked and it is Your responsibility to ensure that the Sums Insured for any specified Valuables listed represent the full replacement cost at all times.

8 A change in circumstances

You must tell Select & Protect in writing as soon as Your circumstances change. This is because a change in circumstances may affect the cover You have. Please tell them even if You feel Your change in circumstances is not relevant.

9 Assignment and surrender value

You cannot transfer Your rights or interest in this policy to any other person. This policy will not have any value if it is cancelled.

10 Contracts (Rights of Third Parties) Act 1999

The parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

11 Holiday Homes

If the Home is used as a holiday Home all water systems must be drained and the property inspected fortnightly when it is left Unoccupied.

12 Amending the terms and conditions

We may amend the terms and conditions of this insurance:

- when You tell Us of a change of address
- at any other time provided We give You at least 30 days' written notice to Your last known address.

General Exclusions

We do not cover:

- 1 any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event:
 - war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power and any action taken in controlling, preventing, suppressing or in any way relating to the above
 - pressure waves caused by aircraft or similar craft travelling at sonic or supersonic speeds
 - radiation or the effects of radiation (including contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel) or the other hazardous effects of any explosive nuclear assembly (or its components)
 - nationalisation, confiscation, requisition or destruction of Your property by the order of a government or statutory power.
- 2 any loss in value in Your property as a result of loss or damage covered under this policy.
- 3 any loss, damage, liability or injury which is covered under any other insurance. This does not include any Excess which may be covered under the other insurance if You had not taken out this insurance cover.
- 4 any loss of or damage to property or liability or injury from the pollution or contamination of any land if the pollution or contamination:
 - happens before the start of Your period of insurance, or
 - was the result of a deliberate act, or
 - was expected and not the result of a sudden, unforeseen event.
- 5 any loss or damage caused by a gradually operating cause.
- 6 harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism, regardless of any other contributing cause or event and any action taken in controlling, preventing, suppressing or in any way relating to the above.

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

 - the use or threat of force and/or violence and/or
 - 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, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.
- 7 any loss of, or damage to, or the cost of replacing any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
- 8 any loss or damage only discovered at the time of an inventory.
- 9 any loss or damage suffered as a result of deception, other than when the deception is used to gain access to the Home.

Section 1 - Buildings

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

The Buildings

Loss of or damage to the Buildings caused by any of the following:

- 1 (a) Fire, explosion, lightning or earthquake
(b) Smoke.
- 2 (a) Riot, civil unrest, strikes and labour or political disturbances
(b) Malicious acts.
- 3 Storm or flood.
- 4 (a) Water escaping from water tanks, pipes, equipment or fixed heating systems
(b) Water freezing in tanks, equipment or pipes.
- 5 Oil leaking from a fixed heating system.

What is NOT covered

(See also General Exclusions on page 10.)

Any Excess shown in your Schedule Of Insurance (but not for subsidence, heave and landslip, where the Excess is £1,000 or as shown in the Schedule Of Insurance, whichever is the greater).

No Excess applies to the Emergency access and Your liability to the public sections.

Damage by wet or dry rot arising from any cause, except as a direct result of a claim We have already paid, and where repair or preventative action was carried out by a tradesman We have approved.

- (b) Loss or damage that happens after the Home has been left Unoccupied.

Loss or damage caused by:

- You, or
- paying guests or tenants.

Loss or damage by frost.

Loss of or damage to fences, gates and hedges.

Loss or damage that happens after the Home has been left Unoccupied.

Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Home.

Subsidence, heave or landslip caused by water escaping from the Home.

Loss or damage that happens after the Home has been left Unoccupied.

Section 1 - Buildings

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

- 6 Subsidence or heave of the land that the Buildings stand on, or landslip.
- 7 Theft or attempted theft.
- 8 Being hit by:
- (a) aircraft or other flying objects, or anything falling from them; or
 - (b) vehicles or animals.
- 9 Falling radio and television aerials and dishes, and their fittings and masts.
- 10 Falling trees or branches.
- If We accept a claim for damage to Buildings by falling trees, We will also pay reasonable costs You have to pay for removing from site:
- (a) the fallen part of the tree, or
 - (b) the tree if it has been totally or partly uprooted.

What is NOT covered

Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the Home, unless We also accept a claim for subsidence, heave or landslip damage to the Home.

Damage if You know that any of the Buildings have already been damaged by subsidence, heave or landslip, unless You have told Us about this and We have accepted it.

Damage resulting from the coast wearing away.

Damage to solid floors caused by infill materials settling or shrinking, or by faulty or unsuitable materials or poor workmanship.

Damage caused by normal settlement or shrinkage, or by recently placed fill materials moving.

Loss or damage covered under a NHBC certificate or other similar guarantee.

Loss or damage caused by:

- You, or
- paying guests or tenants.

Loss or damage that happens after the Home has been left Unoccupied.

Costs You have to pay for:

- removing the part of the tree that is still below ground; or
- restoring the site.

Section 1 - Buildings

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

11. Accidental Damage, including:
- (a) cables & underground pipes which provide services to or from the Buildings and
 - (b) septic tanks and drain inspection covers.

Under (a) We will also pay up to £1000 for the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the Home if this is necessary because normal methods of releasing the blockage are unsuccessful.

Other expenses

If We accept a claim under The Buildings Section, We will also pay for the following:

- (a) Architects' and surveyors' fees necessary for restoring the Buildings.

The amounts We pay for these fees must not be higher than that authorised by the relevant professional institute.

- (b) The necessary cost of removing debris and demolishing or supporting the damaged parts of the Buildings, which We have agreed to pay.
- (c) The cost of meeting building regulations or municipal or local authority bye-laws.

What is NOT covered

Damage due to a fault or limit of design, manufacture, construction or installation.

Damage to cables, underground pipes, septic tanks or drain inspection covers if You are not legally responsible for these items.

Maintenance and normal redecoration costs.

Damage excluded in other parts of The Buildings Section.

Damage caused by:

- wear and tear, settlement, shrinkage, vermin, insects, fungus, weather conditions or anything that happens gradually
- faulty materials, design, workmanship or electrical mechanical breakdown
- chewing, scratching, tearing or fouling by Your domestic animals
- building renovations, alterations, extensions or repairs; or
- paying guests or tenants.

Damage that happens after the Home has been left Unoccupied.

- (a) Fees for preparing any claim.

- (c) Any cost You are legally responsible for paying because of a notice served on You before the date of the loss or damage.

Section 1 - Buildings

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

Loss of rent and the cost of alternative accommodation

If the house or flat is damaged by any cause listed under The Buildings Section and, as a result, it cannot be lived in, We will pay any ground rent You still have to pay, for up to two years.

We will also pay for:

- rent You have lost; or
- any reasonable extra accommodation expenses;

until the house or flat is ready to be lived in.

We will not pay more than 20% of the Buildings Sum Insured for any one incident.

Emergency access

Damage to the Buildings caused by forced access to deal with a medical emergency or to prevent damage to the Home.

Tracing and accessing leaks

If the Buildings are damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the Home, We will pay the reasonable cost of removing and replacing any other part of the Buildings necessary to find the source of the leak and making good following repair. We will not pay more than £5,000 for any one incident.

Your liability to the public

Your legal liability as owner of the Buildings to pay damages and claimants' costs and expenses for:

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

happening during the period of insurance and arising:

- (a) from You owning the Buildings; or
- (b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, for any Home You previously owned and occupied or leased and occupied.

What is NOT covered

Liability

- as occupier of the Buildings
- for accidental bodily injury or illness to any person You employ as a domestic helper if the injury or illness happens as a result of or in the course of their employment by You
- for loss of or damage to property which belongs to You or is in Your care
- in connection with any Motorised Vehicle

Section 1 - Buildings

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

(b cont.) If The Buildings Section of this policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any Home insured by this section before the policy was cancelled or ended.

We will not pay more than £2,000,000 for any one incident. We will also pay all Your costs and expenses that We have already agreed to in writing.

Important note

If You are the owner and occupier of the Home insured by this policy.

Accidents that happen in the Buildings or on land are nearly always the legal responsibility of the occupier (the person who lives in the Building or on the land) rather than the owner.

If You are the owner and occupier of the Buildings, please remember that this Buildings insurance does not cover Your legal liability as the occupier of the Home or its land.

To protect Yourself, You will need to arrange Contents insurance which provides occupier's liability cover.

Selling Your Home

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

Sum Insured condition

You must ensure that, at all times, the Sum Insured is adequate to cover the full cost of rebuilding the Buildings to the same specification, including an amount for demolition costs and architects' and surveyors' fees.

If at the time of a loss Your Sum Insured is too low, We will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear.

What is NOT covered

- under any agreement, unless You would have been liable without the agreement
- in connection with Your trade, business or profession; or
- under (b), if it is covered by other insurance .

Section 1 - Buildings

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

What is NOT covered

Settling Buildings claims

We can choose to settle Your claim by replacing, reinstating, repairing or by payment. If We are able to replace property, payment will be limited to the cost of replacement by Our preferred supplier.

What We will pay

The most We will pay for loss or damage arising out of one incident is the Buildings Sum Insured shown in the Schedule Of Insurance.

We will not pay for any reduction in the market value of the Home after the damaged parts of the Home have been replaced, reinstated or repaired.

We will not reduce the Sum (or Sums) Insured by the amount paid under any claim.

Pairs, sets and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair)
- a suite; or
- any other item of a uniform nature, design or colour

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

The Contents

Loss of or damage to the Contents in the Home, or temporarily elsewhere in the world, caused by the following:

- 1 (a) Fire, explosion, lightning or earthquake
- (b) Smoke.
- 2 (a) Riot, civil unrest, strikes and labour or political disturbances

What is NOT covered

(See also General Exclusions on page 10.)

Any Excess shown in Your Schedule Of Insurance, apart from the Fatal injury benefit, Occupier's, Personal and employer's liability and Emergency access sections where there is no Excess.

- Loss of or damage to contact lenses.

Any amount greater than:

- £750 for Personal Money
- £1,000 for Personal Money lost as a result of fraudulent use of credit or debit cards
- £750 per pedal cycle, unless specified in Your Schedule Of Insurance
- £1,000 for Contents in the open
- £2,500 for any one incident of theft from outbuildings (other than garages)
- £5,000 or 10% of the Contents Sum Insured, whichever is greater, for Homeworking Equipment (no one item can be worth more than £1,500)
- £1,000 for visitors' personal belongings.

- (a) Loss of 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 its employees) supplying Your power.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

(b) Malicious acts.

3 Storm or flood.

4 Water escaping from water tanks, pipes, equipment or fixed-heating systems.

5 Oil leaking from a fixed heating system.

6 Subsidence or heave of the land that the Home stands on, or landslip.

7 Theft or attempted theft.

What is NOT covered

(b) Malicious damage caused by:

- You; or
- paying guests or tenants.

Loss or damage that happens after the Home has been left Unoccupied.

Loss or damage that happens after the Home has been left Unoccupied.

Loss or damage that happens after the Home has been left Unoccupied.

Damage resulting from the coast wearing away.

Loss or damage that happens after the Home has been left Unoccupied.

Theft:

- if You live in a self-contained flat and the theft is from any part of the Building that other people have access to; 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.

Loss or damage caused by:

- You; or
- paying guests or tenants.

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.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

- 8 Being hit by:
- (a) aircraft or other flying objects, or anything falling from them; or
 - (b) vehicle or animals.
- 9 Falling radio or television aerials and dishes, and their fittings and masts.
- 10 Falling trees or branches.
- 11 Accidental Damage.

Replacement locks

If keys to the locks of:

- (a) external doors and windows of the Home; or
- (b) alarm systems or domestic safes fitted in the Home

are accidentally lost or stolen, We will pay the cost of replacing the locks or lock mechanisms.

What is NOT covered

- (b) Loss or damage caused by domestic animals.

Damage caused by:

- wear and tear, light, weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything that happens gradually
- chewing, scratching, tearing or fouling by Your domestic animals
- the process of cleaning, washing, repairing or restoring any item
- electrical or mechanical breakdown
- paying guests or tenants; or
- failure to use in line with the manufacturers' instructions.

Damage excluded in other parts of The Contents Section.

Damage to sports racquets, sticks, bats and clubs while in play.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

Food in freezers

Loss of or damage to food stored in any domestic freezer in Your Home caused by:

- (a) a rise or fall in temperature; or
- (b) contamination by freezing agents; or
- (c) breakdown or accidental damage to the deep freeze unit; or
- (d) fumes from the deep freeze unit; or
- (e) the electricity supply stopping.

We will not pay more than £1,000 for any one incident.

Fuel and metered water

Accidental loss of:

- (a) domestic heating fuel up to £1,000
- (b) metered water up to £1,000.

Loss of rent and the cost of alternative accommodation

If Your house or flat is damaged by any cause which is covered under The Contents Section and, as a result, it cannot be lived in, We will pay:

- (a) for Your loss of rent; or
- (b) any reasonable extra accommodation expenses

until Your house or flat is ready to be lived in.

We will not pay more than 20% of the Contents Sum Insured for any one incident.

Fatal Injury Benefit

We will pay £5,000 if You die as a direct result of injury caused in Your Home by fire, explosion, lightning or intruders. For Us to pay a claim, Your death must happen within three months of the incident.

Religious festivals

We will increase the Sum Insured under The Contents Section by £3,000 during any month in which You celebrate a religious festival to cover gifts and food bought for the occasion.

What is NOT covered

Loss or damage caused by a deliberate act of the company (or its employees) supplying Your power.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

Wedding gifts

The Sum Insured under The Contents Section is automatically increased by £3,000 during the 30 days before and 30 days after Your wedding day to cover wedding gifts.

Occupier's, personal and employer's liability

Your legal liability to pay damages and claimants' costs and expenses for:

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

happening during the period of insurance in:

- (a) the British Isles; or
- (b) the rest of the world, for temporary visits.

We will not pay more than £2,000,000 for any one incident, unless the claim is made against You by any person You employ as a domestic helper where the injury or illness happens as a result of or in the course of their employment by You (in which case the most We will pay for any one incident is £10,000,000).

We will also pay all Your costs and expenses which We have already agreed to in writing.

What is NOT covered

Liability in connection with the following:

- (a) you (or anyone on Your behalf) owning, possessing or using any Motorised Vehicle
- (b) aircraft other than pedestrian-controlled toys or models
- (c) caravans
- (d) boats, boards and craft designed to be used on or in water, other than:
 - those only propelled by oars or paddles; or
 - pedestrian-controlled toys or models
- (e) You living in or occupying land or Buildings other than Your Home or its grounds
- (f) You owning land, Buildings or other fixed property
- (g) deliberate or malicious acts
- (h) HIV and HIV-related illnesses, including AIDS
- (i) dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation)
- (j) any agreement, unless You would have been liable without the agreement
- (k) any trade, business or profession
- (l) loss of or damage to property which belongs to You or is in Your care or control
- (m) bodily injury or illness to You.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

Tenant's liability

We will provide cover up to 20% of the Contents Sum Insured if You are legally responsible as a tenant for the following:

- (a) loss of or damage to Your Home and landlord's fixtures and fittings by any of the causes listed under The Contents Section
- (b) accidental breakage of:
 - fixed glass (including glass in solar-panel units); or
 - fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns which form part of Your Home
- (c) Accidental Damage to cables or underground pipes which provide services to or from the Buildings and septic tanks and drain inspection covers.

Title deeds

We will pay the cost of preparing new title deeds to Your Home (up to £2,500) if they are lost or damaged by any of the causes listed under The Contents Section.

Emergency access

Damage to Contents following necessary access to Your Home to deal with a medical emergency or to prevent damage to Your Home.

What is NOT covered

For claims involving liability for bodily injury or illness of a domestic helper working for You:

- exclusions (b-j) will not apply; and
- exclusion (a) will not apply unless cover or security is needed under any of the Road Traffic Acts.

Loss or damage excluded in The Contents Section.

Loss or damage that happens after the Home has been left Unoccupied.

- (c) Damage to cables and underground pipes due to fault or limit of design, manufacture, construction or installation.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

Personal Money and credit and debit cards

Personal Money and credit, debit, cheque guarantee and cash cards, all held for social, domestic or charitable purposes.

Credit, debit, cheque guarantee and cash cards are insured only against any loss as a result of misuse by any unauthorised person (or people) following the loss or theft of any card (together with all costs and expenses We have agreed to pay), arising before the card-issuing company has been told about the loss, as long as You keep to the terms of the card.

Pedal cycles

Loss of or damage to pedal cycles.

Student Possessions

We will cover loss or damage to Student Possessions in student accommodation.

What is NOT covered

Shortages due to error or omission.

Losses not reported to the police.

Losses of credit, debit, cheque guarantee and cash cards not reported to the card-issuing company within 24 hours of discovering the loss.

Loss of or damage to pedal cycle accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time.

Theft of pedal cycles while away from the Home unless securely locked to an object that cannot be moved.

Damage excluded in other parts of The Contents Section.

Any amount over £5,000 for each claim (unless a different amount is stated on Your Schedule Of Insurance). Theft or attempted theft unless force and violence is used to enter or leave a Building or locked room.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

What is NOT covered

Sum Insured condition

You must ensure that at all times, the Sum Insured is adequate to cover the full cost of replacing Your Contents 'as new' (apart from clothing and household linen where You may make a deduction for wear and tear and loss in value when calculating this figure).

If at the time of a loss Your Sum Insured is too low, We will not settle claims on an 'as new' basis and will reduce any payment to reflect wear and tear.

Settling Contents claims

We can choose to settle Your claim by replacing, reinstating, repairing or by payment. If We are able to replace property, payment will be limited to the cost of replacement by our preferred supplier.

A deduction for wear and tear will apply for:

- clothing and household linen; and
- property that doesn't belong to You, unless You, are legally responsible for the cost of replacement as new under the terms of an agreement.

Section 2 - Contents

(This section only applies if it is shown on the Schedule Of Insurance)

What is Covered

What is NOT covered

What We will pay

The most We will pay for loss or damage arising out of one incident is the Contents Sum Insured shown in the schedule.

For Valuables

- (a) We will not consider any one item to be worth more than the Valuables single article limit shown on page 8; and
- (b) the total value of all Valuables must not be more than the limit shown on page 8

unless specifically listed in Your Schedule Of Insurance.

We will not reduce the Sum (or Sums) Insured by the amount paid under any claim.

Pairs, sets and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- a set (other than a pair)
- a suite; or
- any other item of a uniform nature, design or colour, including carpets

when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

Notes

Notes

Select & Protect is authorised and regulated by the Financial Services Authority. Our customers are protected through our membership of the Financial Services Compensation Scheme and the Financial Ombudsman Service. Its status is that of an intermediary dealing with all administration of insurance policies, including claims handling and premium collection.

Select & Protect offers a range of personal insurances, details of which are available on request.

The Select & Protect Program Limited, PO Box 5730, Southend-on-Sea, Essex SS1 2ZT.

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