

HERITAGE

CHERISHED POLICY



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In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the period shown in the **schedule**.

When drawing up this policy, **we** have relied upon the information and statements which **you** have provided in the proposal form. **The insurance relates ONLY to those sections of the policy which are shown in the schedule as being included.**

The written authority (which number is shown in the **schedule**) allows **County Insurance Services Limited** to sign and issue this policy on behalf of **Ageas Insurance Limited** in respect of sections 1,2,3 and 4.

INTRODUCTION

County Insurance Services Limited are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Registered in England No. 08411634. Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ.

Claims – Please review the claims conditions set out in this policy of insurance. If **you** believe that **you** have a claim under sections 1,2,3 and 4 of this Insurance, **you** should notify **our** claims team:

Ageas Insurance Limited per Davies Managed Systems Limited

P.O. Box 2801
Stoke-on-Trent
Staffordshire
ST4 9DN
Telephone: 0344 371 2390

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Home Insurance document. This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place. **PLEASE READ THE WHOLE DOCUMENT CAREFULLY**. It is arranged in different sections. It is important that

- * **you** are clear which sections **you** have requested and want to be included;
- * **you** understand what each section covers and does not cover;
- * **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** immediately if this document is not correct or if **you** would like to ask any questions.

Cooling off period

You are entitled to cancel this insurance by writing to **your broker** within 14 days of either:-

1. The date **you** receive **your** policy documentation; or
2. The start of the **period of insurance** whichever is the later.

Cancellation clause

1. **We** can cancel this insurance by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this insurance has been in force.
2. **You** can also cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

Data Privacy Notice

County Insurance Services Limited are the data controller of any personal information **you** provide to us or personal information that has been provided to us by a third party. We collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **your** information with third parties including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, our regulators, police and government agencies or fraud prevention agencies

We may record telephone calls to help us monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our privacy notice at www.county-insurance.co.uk/downloads/privacynotice If **you** are providing personal data of another individual to us, **you** must tell them **you** are providing their information to us and show them a copy of this notice.

Insurer's Privacy Policy

For details of how **we** collect, use and store **your** personal data – please refer to the full Privacy Policy on **our** website www.ageas.co.uk/privacy-policy or contact **our** Data Protection Officer at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or thedpo@ageas.co.uk

Wherever the following words appear in this insurance they will have the meanings shown below in respect of sections 1,2,3 and 5

ACCIDENTAL DAMAGE	Unexpected and unintended damage caused by a single and one off event resulting from a sudden and external means.
BODILY INJURY	Bodily injury includes death or disease.
BUILDINGS	<ul style="list-style-type: none">• The home and its decorations• fixtures and fittings attached to the home• permanently installed swimming pools, hot tubs, tennis courts, greenhouses, drives, paths, patios, terraces, walls, gates, fences and fixed fuel tanks you own or for which you are legally liable within the premises named in the schedule.• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home
CONTENTS	<p>Household goods and personal possessions, within the home, which are your property or which you are legally liable for.</p> <p>Contents includes:</p> <ul style="list-style-type: none">• tenant's fixtures and fittings• carpets, but not permanently fitted flooring• property in the open but within the premises up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)• money and credit cards up to £300 in total• deeds and registered bonds and other personal documents up to £1,500 in total• stamps or coins forming part of a collection up to £1,250 in total• Jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, pictures, works of art, object d art, guns, stamp and coin collections up to £5,000 or 20% of the contents sum insured whichever is less, with the private dwelling• domestic oil in fixed fuel oil tanks up to £1,000 <p>Contents does NOT include:</p> <ul style="list-style-type: none">• motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories• any living creature• any part of the buildings• any property held or used for business purposes (other than clerical)• any property insured under any other insurance.
COST OF REBUILDING	The full cost of reconstruction of the buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs.
CREDIT CARDS	credit cards , charge cards, debit cards, bankers cards and cash dispenser cards
COUNTY INSURANCE SERVICES LIMITED	The company that has been authorised to sign and issue this policy on behalf of Ageas Insurance Limited in respect of sections 1, 2, 3 and 5.
ENDORSEMENT	A change in the terms and conditions of this insurance.
FURNISHED	A property furnished enough to be normally lived in must have sufficient furniture and furnishings for normal living purposes. The minimum should include but not limited to carpets, curtains, beds, tables, chairs, wardrobes, cooking and washing facilities.
HEAVE	Upward movement of the ground beneath the buildings and as a result of the soil expanding.
HOME	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
LANDSLIP	Downward movement of sloping ground
MONEY	<ul style="list-style-type: none">• current legal tender, cheques, postal and money orders• postage stamps not forming part of a stamp collection• savings stamps and savings certificates, travellers' cheques• premium bonds, luncheon vouchers and gift tokens• all held for private or domestic purposes.

OCCUPANT	A person or persons authorised by you to stay in the home overnight.
PERIOD OF INSURANCE	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
PERSONAL POSSESSIONS	Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you Personal possessions does NOT include: <ul style="list-style-type: none"> • money and credit cards • pedal cycles • mobile phone
PREMISES	The address which is named in the schedule .
SANITARY WARE	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
SCHEDULE	The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this insurance which apply.
SETTLEMENT	Downwards movement as a result of the soil being compressed by the weight of the buildings within ten years of construction
SPECIFIED ITEMS	Items which have been individually identified to us and are shown in your policy schedule .
STANDARD CONSTRUCTION	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
STOVE	An enclosed woodburner or multi fuel stove used for the purpose (in all or in part) of heating or cooking.
SUBSIDENCE	Downward movement of the ground beneath the buildings other than by settlement .
UNITED KINGDOM	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
UNOCCUPIED	The property is left without occupant for more than 30 consecutive days or is not furnished enough to be normally lived in.
VALUABLES	Jewellery, watches, precious stones or articles made of gold, silver or other precious metals, furs, antiques, curios, pictures, works of art, object d art, guns, stamp, coin and medal collections.
VERMIN	Badgers, foxes, squirrels, rodents and other wild animals and birds.
WE / US / OUR	Ageas Insurance Limited
YOU / YOUR / INSURED	The person or persons named in the schedule and all members of their family who permanently live in the home .
YOUR BROKER	The insurance broker/agent who placed this insurance on your behalf.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

IMPORTANT PLEASE READ CAREFULLY

Your duties

1. **You** must take steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if **you**
 - stop using the **home** as **your** permanent private residence
 - regularly leave the **home** unattended by day or night other than for **your** normal job of work, or
 - leave the **home** without an **occupant** for more than 30 consecutive days
 - start to use a **stove** which has previously been confirmed to **us** as unused or dormant
 - purchase or acquire a **stove** during the **period of insurance**
 - start any conversions, extensions, renovations or structural work to the **buildings**

When **we** receive notice of the above **we** have the option to either change the terms and conditions or issue notice of cancellation of this insurance. Failure to notify **us** of the above will prejudice **you** in the event of a claim, which will result in **your** claim not being paid in part or in full.

CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Your duties

Failure to comply with any of the duties listed below will prejudice you, which may result in your claim not being paid in part or in full.

In the event of a claim or possible claim under this insurance

1. **You** must notify **us** as soon as possible giving full details of what has happened.
2. **You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.
3. **You** must forward to **us** within 3 days notice of the claim, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **You** must inform the Police following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property by **you** within 24 hours of the incident to obtain a crime reference number.
5. **You** must not admit liability or offer or agree to settle any claim without **our** written permission.
6. **You** must take care to limit any loss, damage or injury.
7. **You** must provide **us** with evidence of value or age (or both) for all items involved in a claim. It is **your** responsibility to prove any loss therefore **we** recommend that **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.
8. **You** must not dispose of any damaged items before **we** had the opportunity to inspect them unless **you** have been advised by **us** to dispose of them.
9. **We** or **our** representative will be entitled to enter **your** property or any building where any loss or damage has occurred and deal with the claim, **we** will also be entitled to defend or settle any legal action and take proceedings to recover compensation from third party in respect of anything that is covered by this policy, **we** may do this in **your** name and for **our** benefit but at **our** expense.

Contact details for all claims:

Ageas Insurance Limited per Davies Managed Systems Limited

P.O. Box 2801

Stoke-on-Trent

Staffordshire

ST4 9DN

Telephone: 0344 371 2390

How we deal with your claim

1. Defence of claims

We may take full responsibility for conducting, defending or settling any claim in **your** name. **We** may also take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury Section Two – Contents H.

3. Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

WHAT IS NOT INSURED BY THIS POLICY;

1. **We** will not pay for loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
 - 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 Staff section 2(S)
 - 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 Staff section 2(S); Pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
 - 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 Staff section 2(S).
 - For the purposes of this exclusion 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.
 2. **We** will not pay for loss or damage:
 - occurring before cover starts or arising from an event before cover starts
 - caused deliberately by **you** or any member of **your home**
 3. **We** will not pay for
 - 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 (i) 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 One – Buildings and 1 to 10 inclusive under Section Two - Contents of this policy.
4. A person who is not party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
 5. **We** will not pay for 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.
 6. **We** will not pay for 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
 7. **We** will not pay for any reduction in value of the property insured following repair or replacement paid under this insurance.
 8. **We** will not pay for any loss, damage or liability arising out of the activities of contractors or to contractors. For the purposes of this exclusion a contractor is defined as any person, company or organisation working at or on the **premises**, including where **you** are working in **your** capacity as a professional tradesman.

SECTION ONE – BUILDINGS

WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by

1. fire, smoke, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
11. falling trees, telegraph poles or lamp-posts

WHAT IS NOT COVERED

We will not pay

- a) for loss or damage caused by smoke damage due to any gradually operating cause
- b) the first £100 of every claim
- a) the first £100 of every claim
- a) for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section one
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, patios, paths, terraces, gates and fences
- c) the first £100 of every claim
- for loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section one
- for loss or damage to domestic fixed fuel-oil tanks and swimming pools the first £350 of every claim
- for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- for loss or damage caused by any person lawfully on the **premises**
- for loss or damage caused by the failure or lack of grout and/or sealant
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) the first £100 of every claim
- c) for loss or damage caused by faulty workmanship
- d) for loss or damage while the **buildings** are not **furnished** enough to be normally lived in
- a) for loss or damage while the **home** is **unoccupied** or not **furnished** enough to be normally lived in
- b) for loss or damage while the **home** is lent, let or sublet unless the loss or damage follows a violent and forcible entry or exit
- c) the first £100 of every claim
- a) the first £100 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) for loss or damage caused by persons lawfully on the **premises**
- c) the first £100 of every claim
- a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event
- b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- c) for loss or damage arising from faulty design, specification, workmanship or materials
- d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- e) the first £1,000 of every claim
- f) for loss or damage caused by coastal or river erosion
- g) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts
- b) the first £100 of every claim
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) for loss or damage to gates and fences
- c) the first £100 of every claim

SECTION ONE – BUILDINGS *continued*

WHAT IS COVERED

This section of the insurance also covers

- A)** the cost of repairing **accidental damage** to
- fixed glass and double glazing (including the cost of replacing frames)
 - solar panels
 - **sanitary ware**
 - ceramic hobs
- all forming part of the **buildings**
- B)** the cost of repairing **accidental damage** to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables which **you** are legally liable for
- C)** loss of rent contractually due to **you** which **you** are unable to recover
- The increased additional costs of alternative accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for
- while the **buildings** cannot be lived in following loss or damage which is covered under section one
- D)** expenses **you** have to pay and which **we** have agreed in writing for
- architects', surveyors', consulting engineers' and legal fees
 - the cost of removing debris and making safe the building
 - costs **you** have to pay in order to comply with any Government or local authority requirements
- following loss or damage to the **buildings** which is covered under section one
- E)** increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one
- F)** anyone buying the **home** who will have the benefit of Section One - Buildings until the sale is completed or the insurance ends, whichever is sooner
- G)** loss or damage caused by forced access by emergency services, to deal with a medical emergency or to prevent damage to the **home**
- H)** expenses **you** have to pay and which **we** have agreed in writing for the cost of removal, repairing, replacing or reinstating any part of the **buildings**, which is necessary to establish the source of a water leak from any fixed water appliance, pipe or tank, which has given rise to a claim under section one
- I)** loss or damage to **your** trees, shrubs, plants, hedges and lawns at the **premises** of **your home** caused by: Fire, lightning, explosion, earthquake, riot, civil commotion, malicious acts, vandalism, theft, attempted theft or impact involving vehicles or aircraft.

WHAT IS NOT COVERED

We will not pay

- a)** for damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b)** the first £100 of every claim
- a)** for damage due to wear and tear or any gradually operating cause
- b)** the first £100 of every claim
- a)** any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- a)** any expenses for preparing a claim or an estimate of loss or damage
- b)** any costs if Government or local authority requirements have been served on **you** before the loss or damage
- c)** any amount over 20% of the sum insured for the **buildings** damaged or destroyed
- a)** more than £1,000 in any **period of insurance**. If **you** claim for such loss under sections one and two, **we** will not pay more than £1,000 in total
- a)** if the **buildings** are insured under any other insurance
- a)** more than £1,000 in any **period of insurance**
- a)** the first £100 of every claim
- b)** more than £1,500 in any **period of insurance**
- c)** loss or damage while **your home** is **unoccupied**, lent let or sublet to anyone other than **your** family

SECTION ONE – ACCIDENTAL DAMAGE TO THE BUILDINGS

The following applies only if the **schedule** shows that **Accidental Damage** to the **buildings** is included.

WHAT IS COVERED

This extension covers

Accidental damage to the **buildings**

WHAT IS NOT COVERED

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section one
- b) for the **buildings** moving, settling, shrinking, collapsing or cracking
- c) for damage while the **home** is being altered, repaired, cleaned, maintained or extended
- d) for damage while the **home** is lent, let or sublet
- e) for the cost of general maintenance
- f) for damage caused by wear and tear, infestation, **vermin**, birds, domestic pets, corrosion, damp, wet or dry rot, mould, frost or any gradually operating cause
- g) for damage arising from faulty design, specification, workmanship or materials
- h) for damage from mechanical or electrical faults or breakdown
- i) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- j) for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios, terraces, walls, gates and fences and fuel tanks
- k) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- l) the first £100 of every claim

Settling claims

Conditions that apply to Section One – Buildings only

HOW WE DEAL WITH YOUR CLAIM

1. If **your** claim for loss or damage is covered under Section One - Buildings, **we** will pay the full cost of repair as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage and
- the sum insured is enough to pay for full **cost of rebuilding** the **buildings** in their present form and
- the damage has been repaired or loss has been reinstated.

We will take an amount off for wear and tear or betterment from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

1. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the **cost of rebuilding** the **buildings** including at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the **cost of rebuilding**, **we** will only pay one half of the cost of repair or replacement.

INDEX LINKING

The sums insured in Section One – Buildings will be indexed at each renewal of **your** policy in line with the The House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent, alternative accommodation and expenses **you** have to pay and which **we** have agreed in writing for architects, surveyors, consulting engineers, compliance with government or local authority requirements and legal fees

SECTION TWO – CONTENTS

WHAT IS COVERED

This insurance covers the **contents** for loss or damage directly caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. storm, flood or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**
10. falling trees, telegraph poles or lamp-posts

WHAT IS NOT COVERED

We will not pay

- a) for loss or damage caused by smoke damage due to any gradually operating cause
- b) the first £100 of every claim
- a) the first £100 of every claim
- a) for property in the open
- b) the first £100 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) the first £350 of every claim
- c) for loss or damage to the **buildings** caused by wet or dry rot
- d) for loss or damage caused by the failure or lack of grout and/or sealant
- a) for loss or damage due to wear and tear or any gradually operating cause
- b) for loss or damage caused by faulty workmanship
- c) the first £100 of every claim
- a) for loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry or exit
- b) any amount over £500 or 3% of the sum insured for **contents** whichever is greater, within detached domestic outbuildings and garages
- c) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- d) the first £100 of every claim
- a) the first £100 of every claim
- a) for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- b) for loss or damage caused by persons lawfully on the **premises**
- c) the first £100 of every claim
- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
- b) for loss or damage arising from faulty design, specification, workmanship or materials
- c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law
- d) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- e) for loss or damage by coastal or river erosion
- f) the first £1,000 of every claim
- a) for loss or damage caused by trees being cut down or cut back within the **premises**
- b) the first £100 of every claim

SECTION TWO – CONTENTS *continued*

WHAT IS COVERED

This section of the insurance also covers

- A) accidental damage** to
- televisions, satellite decoders
 - audio and video equipment
 - radios
 - home computers, dvd players
all situated within the **home**
- B) accidental breakage** of
- fixed glass and double glazing
 - **sanitary ware**
 - forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for
 - mirrors
 - glass tops and fixed glass in furniture
 - ceramic hobs
- C) the contents**, if these are not already insured, whilst they are temporarily out of the **home** against loss or damage directly caused by:
any of the events insured under numbers 1-10 in Section Two - Contents while the **contents** are:
- in any occupied private dwelling
 - in any **buildings** where **you** are living or working
 - in any **building** for valuation, cleaning or repair
 - in any furniture store or self storage unit
 - in any bank or safe deposit
- D) up to twelve months rent** **you** contractually have to pay as occupier if the **home** cannot be lived in following loss or damage which is covered under Section Two - Contents
- E) the increased costs** of using other accommodation, substantially the same as **your** existing accommodation, which **you** have to pay for if the **home** cannot be lived in following loss or damage which is covered under Section Two - Contents
- F) the cost of repairing accidental damage** to
- domestic oil pipes
 - underground water-supply pipes
 - underground sewers, drains and septic tanks
 - underground gas pipes
 - underground cables
- which **you** are legally liable for as tenant only
- G) your legal responsibility** as a tenant for loss or damage to the **buildings** caused by loss or damage which is covered under Section Two - Contents
- H) fatal injury** to **you**, happening at the **premises** shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:
- £10,000 for each **insured** person over the age of majority within the **United Kingdom**,
 - **United Kingdom**,
 - £5,000 for each **insured** person under the age of majority within the **United Kingdom**, at the time of the incident.

WHAT IS NOT COVERED

We will not pay

- a)** for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- b)** for damage to tapes, records, cassettes, discs or computer software
- c)** for mechanical or electrical faults or breakdown
- d)** for loss or damage whilst the **home** is lent, let or sublet.
- e)** for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- f)** the first £100 of every claim
- a)** for loss or damage whilst the **home** is lent, let or sublet
- b)** for loss or damage while the **buildings** are **unoccupied** or not **furnished** enough to be normally lived in
- c)** the first £100 of every claim
- d)** for the cost of repairing, removing or replacing frames
- a)** for **contents** outside the **United Kingdom**
- b)** for **money** or **credit cards**
- c)** any amount over 20% of the sum insured under Section Two – Contents for **contents** in a furniture store
- a)** any amount over 20% of the sum insured under section two for the **contents** of the **buildings** damaged or destroyed
- a)** any amount over 20% of the sum insured under Section Two – Contents for the **contents** of the **buildings** damaged or destroyed
- a)** for damage due to wear and tear or any gradually operating cause
- b)** the first £100 of every claim
- a)** any amount over 10% of the sum insured under Section Two – Contents for the **contents** of the **buildings** damaged or destroyed
- b)** for loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures or fittings
- c)** for loss or damage arising from **subsidence, heave** or **landslip**
- d)** for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- e)** for loss or damage while the **buildings** are not **furnished** enough to be normally lived in
- f)** the first £100 of every claim

SECTION TWO – ACCIDENTAL DAMAGE TO CONTENTS

The following applies only if the **schedule** shows that **Accidental Damage to contents** is included.

WHAT IS COVERED

This extension covers

Accidental damage to the **contents** within the **home**

WHAT IS NOT COVERED

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under Section Two - Contents
- b) for damage to **contents** within garages and outbuildings
- c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- d) for damage caused by chewing, tearing, scratching or fouling by animals
- e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles unless specified in the **schedule**
- f) for **money, credit cards**, documents or stamps
- g) for damage to contact, corneal or micro corneal lenses
- h) for damage while the **home** is let, let or sub let
- i) for damage caused by wear and tear, insects, **vermin**, birds, domestic pets, infestation, corrosion, damp, wet or dry rot, mould, frost or any gradually operating cause
- j) for damage arising out of faulty design, specification, workmanship or materials
- k) for damage from mechanical or electrical faults or breakdown
- l) for damage caused by dryness, dampness, extremes of temperature and exposure to light
- m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- n) for the first £100 of every claim
- o) for loss, damage or liability arising from demolition, structural alteration or structural repair of the **buildings**

Conditions that apply to Section Two - Contents only

Settling claims

HOW WE DEAL WITH YOUR CLAIM

1. If **you** claim for loss or damage to the **contents** **we** will at **our** option repair, replace or pay for any article covered under section two. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new, as long as:
 - the new article is as close as possible to but not an improvement on the original article when it was new; and
 - **you** have paid or **we** have authorised the cost of replacement.The above basis of settlement will not apply to clothes or pedal cycles where **we** will take off an amount for wear and tear and depreciation.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

YOUR SUM INSURED

1. **We** will not reduce the sum insured under Section Two – Contents after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
2. If **you** are under insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

INDEX LINKING

The sums insured in Section Two – Contents will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay more than the sum insured for each **premises** shown in the **schedule**, including any payments for loss of rent and alternative accommodation.

SECTION THREE – VALUABLES AND PERSONAL POSSESSIONS

What is covered

This insurance covers

Valuables and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage **United Kingdom**, Europe and upto 60 days worldwide

Money and credit cards – This section of insurance extends to cover the following

- theft or accidental loss of money
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)** within the geographical limits shown in the **schedule**, provided that
- within 24 hours of **you** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and
- **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**

Pedal Cycles – This section of insurance extends to cover the cost of repairing or replacing **your** pedal cycles following:

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

Mobile Phone

Mobile Phones – this section of insurance extends to cover the cost of repairing or replacing **your** mobile phone following:

- theft or attempted theft
- **accidental damage**

anywhere in the **United Kingdom**

Any mobile phone over £101 needs to be specified on the **schedule**.

The model name, model number and serial number must be noted in full on the **schedule**.

What is not covered

We will not pay

- for damage caused by moth, **vermin**, dry or wet rot, wear and tear or any gradually operating cause
 - for damage from electrical or mechanical faults or breakdown
 - any amount over £1,000 for any one item including articles forming part of a pair or set unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**
 - for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
 - for damage to guns caused by rusting or bursting of barrels
 - for breakage of any sports equipment whilst in use
 - for any loss of or damage to contact, corneal or micro corneal lenses, hearing aids or dental appliances
 - for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
 - the first £50.00 of every claim in respect of unspecified items
 - Computer equipment unless otherwise stated in the specification(s) attached to the **schedule**
 - any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised **occupant**
 - any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms
- to make up any shortages due to error or omission
 - for loss of value
 - the first £50.00 of every claim
 - more than the amount shown in the **schedule**
- for loss or damage to:
 - tyres,
 - lamps,
 - accessories,unless the cycle is stolen or damaged at the same time
 - for loss or damage due to wear and tear or any gradually operating cause
 - for damage from mechanical or electrical faults or breakdown
 - for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes
 - to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft
 - more than £500 per cycle unless specified in the **schedule**
- the first £50.00 of every claim
 - for loss or damage due to wear and tear or any gradually operating cause
 - for damage from mechanical or electrical faults or breakdown
 - any amount over £100 unless specified in the **schedule**
 - if the mobile phone and sim card are not registered to **you**.
 - any loss if the mobile phone was not purchased within 3 years of the date of the loss/claim

Conditions that apply to Section Three – Valuables and Personal Possession only

Settling claims

HOW WE DEAL WITH YOUR CLAIM

- We** will at **our** option repair, replace or pay for any article lost or damaged.
- If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

YOUR SUM INSURED

If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement. However, if **personal possessions** are lost or damaged away from the **home** **we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

INDEX LINKING

The sums insured in Section Three – Valuables and Personal Possessions will be index linked at each renewal of **your** policy in line with The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**. At renewal, the premium will be charged on the adjusted sum insured. For **your** protection should the index fall below zero **we** will not reduce the sum insured.

LIMIT OF INSURANCE

We will not pay more than the sum insured for each **premises** shown in the **schedule**.

SECTION 4 – LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One – Buildings or the **contents** are insured under Section Two – Contents of this insurance.

PART A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

WHAT IS COVERED

We will indemnify **you**

- (i) as owner or occupier for any amounts **you** become legally liable to pay as damages for
- **bodily injury**
 - damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

- (ii) as a private individual for any amounts **you** become legally liable to pay as damages for
- **bodily injury**
 - damage to property
- caused by an accident happening anywhere in the world during the **period of insurance**

WHAT IS NOT COVERED

We will not indemnify **you** for any liability

a) for **bodily injury** to

- **you**
- any other permanent member of the **home**
- any person who at the time of sustaining such injury is engaged in
- **your** service

b) for **bodily injury** arising directly or indirectly from any communicable disease or condition

c) arising out of any criminal or violent act to another person

d) for damage to property owned by or in the charge or control of

- **you**
- any other permanent member of the **home**
- any person engaged in **your** service

e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**

f) arising directly or indirectly out of any profession, occupation, business or employment

g) which **you** have assumed under contract and which would not otherwise have attached

h) arising out of **your** ownership, possession or use of:

i) any motorised or horsedrawn vehicle other than:

- domestic gardening equipment used within the **premises** and
- pedestrian controlled gardening equipment used elsewhere

ii) any power-operated lift

iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes

iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991

i) in respect of any kind of pollution and/or contamination other than:

- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
- reported to **us** not later than 30 days from the end of the **period of insurance**;

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident

j) arising out of **your** ownership, occupation, possession or use of any land or **building** that is not within the **premises**

k) if **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted

SECTION 4 – LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under Section One – Buildings or the **contents** are insured under Section Two – Contents of this insurance.

PART B

WHAT IS COVERED

We will pay for

sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- there is no appeal pending
- **you** agree to allow **us** to enforce any right which we shall become entitled to upon making payment

PART C

We will indemnify **you** for

any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**

WHAT IS NOT COVERED

We will not indemnify **you**

for any amount in excess of £100,000

We will not indemnify **you**

- for any liability if **you** are entitled to indemnity under any other insurance
- for the cost of repairing any fault or alleged fault

LIMIT OF INSURANCE

We will not pay

- in respect of pollution and/or contamination:-
more than **£2,000,000** in all
- in respect of other liability covered under section four:-
more than **£2,000,000** in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

NOTICE TO THE INSURED

LAW APPLICABLE TO CONTRACT

The parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

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:

Ageas Insurance Limited per Davies Managed Systems Limited

P.O. Box 2801

Stoke-on-Trent

Staffordshire

ST4 9DN

Telephone: 0344 371 2390

For complaints about policy administration and documents, contact:

County Insurance Services Limited

County House

Langford Lane

Kidlington

OX5 1LQ

Telephone 01865 844980

Email: schemes@county-insurance.co.uk

We promise to:

- acknowledge your complaint within five days of receiving it;
- have your complaint reviewed by a senior member of staff;
- tell you the name of the person managing your complaint; and
- respond in full to your complaint within 8 weeks. If this is not possible for any reason, we will write to you to explain why we have not been able to settle the matter quickly. We will also let you know when we will contact you again.

FINANCIAL OMBUDSMAN SERVICE

If you are not happy with our decision, 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

Exchange Tower

London

E14 9SR.

Phone (from a land line): 0800 023 4567

(from a mobile): 0300 123 9123

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.

FINANCIAL CONDUCT AUTHORITY

Ageas Insurance Limited is authorised and regulated by the Financial Conduct Authority. You can check their website (www.fca.gov.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 0800 678 1100.

County Insurance Services Limited are authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267).
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Ageas Insurance Limited Registered Number: 354568. Registered in England and Wales. Registered Office Address: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.