

Home Guard

Household Insurance, arranged by DMS Agency Services Ltd trading as *PaymentCover*, with UK Underwriting Ltd trading as UK General Insurance Group on behalf of Ageas Insurance Ltd. Policy Terms and Conditions - Policy Number 50918

Registration detail	Country:	Number:	Office:
DMS Agency Services Ltd	England	3762280.	Martland Buildings, Mart Lane, Burscough, ORMSKIRK. L40 0SD.
UK Underwriting Ltd	England	4506493	Cast House, Old Mill Business Park, Gibraltar Island Road, LEEDS. LS10 1RJ.
Ageas Insurance Ltd	England	354568	Ageas House, Tollgate, Eastleigh, Hampshire. SO53 3YA..

DMS Agency Services Ltd (303028), UK Underwriting Ltd (310101) and Ageas Insurance Ltd (202039) are authorised and regulated by the Financial Services Authority (FSA). Their FSA Firm Reference numbers are shown in brackets after their names above. This can all be checked on the FSA's register by visiting the FSA's Website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

If the cover does not meet **Your** needs, please contact the **Administrator** telling them that **You** no longer require cover. **You** should do so within 14 days of cover starting or receipt of **Your Policy** documents if this is later. **We** will return any **Premiums You** have paid in full within 14 days of receiving **Your** cancellation notice and cancel the insurance. **Your** notice of cancellation takes effect on the day **You** send the notice of cancellation to **Us**. If **You** do not exercise the option to cancel within 14 days from when **You** received **Your Policy**, then the **Policy** can only be cancelled in accordance with the condition specified under the heading of "Cancellation" below of this Policy. Should **You** wish to cancel, to discuss any aspect of the cover, for queries on Direct Debits, or to request a claim form, please contact the **Administrator**. For advice on the suitability of this product for **You**, please contact **Your** Financial Adviser. If **You** do not have a Financial Adviser the **Administrator** will upon request supply **You** with details of several in **Your** locality. Contact details for the **Administrator** are shown at the end of this document.

This is to certify that the **Insurer**, in return for the appropriate **Premiums**, agrees to insure **You** against the risks set out below. **Your Online Quotation Request** together with any answers **You** supply to questions about it make up **Your** application form, and these and **Your Certificate** are part of this **Policy**. **Your Certificate** will set out the exact terms of the cover granted.

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Useful Contacts

PaymentCover Helpline – DMS – 01453 547053 or (Lo-Call) 0845 673 9999 - available 9.00 am to 9.00 pm seven days each week.

Claims Helpline - Direct Group 0844 412 4241 – available 24/7.

The Contract

The **Policy** is evidence of the contract between **You** and **Us** and should be kept in a safe place. It is based on the information **You** gave **Us** and confirmed in a **Statement of Fact** and **Your Agreement to Pay** the **Premium**. **You** must tell **Us** if there is any change to this information. If **You** do not, **Your Policy** may be invalid and **We** may not pay any claims **You** make. Please read this **Policy** and **Your Certificate**, together with any Endorsements, as one contract. If they do not give **You** the cover **You** require, please contact the **Administrator** immediately.

We will provide insurance for those sections of the **Policy** you have requested, and as listed in **Your Certificate**. **We** will insure **You** during any **Period of Insurance** shown in **Your Certificate** for which **Your Premium** has been paid up to date and accepted by the **Administrator**.

If **We** pay a Claim for the same cause happening at the same time under more than one of **Your Buildings**, **Contents** or **Personal Possessions** sections, **We** will only take off one **Excess**. This will be the highest **Excess** shown in **Your Certificate** for the sections covered.

General Interested Party Clause

The interest of the freeholder, mortgagees, shared owners of the property (if they are not the Insured), or other interested parties is noted, the extent of such interest to be disclosed in the event of loss.

Governing Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Cancellation

If **You** feel this insurance does not meet **Your** requirements, **You** may cancel the **Policy** within 14 days of purchase. If no claims have been made, **We** will refund the **Premium You** have paid. If any claims have been made, **We** will charge **You** for the time **We** have provided cover and **We** may charge a fee for cancellation.

We shall not be bound to accept renewal of any Insurance and may at any time cancel this contract by sending 14 days notice to **You** at **Your** last known address. Provided the **Premium** has been paid in full **You** shall be entitled to a proportionate rebate of **Premium** in respect of the unexpired period showing on the Insurance.

If **You** pay **Your Premium** by monthly instalments, **You** must continue to pay the instalments until the end of the insurance period or **Your** cover will automatically be cancelled.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can obtain more information about compensation scheme arrangements from the FSCS. The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN, or by telephone or fax (Tel: 0207 892 7300 or Fax: 020 7892 7301), or by e-mail (enquiries@fscs.org.uk).

Data Protection Act 1998

The **Administrator** does not pass any personal data about **You** to any third parties. When **You** apply for insurance and/or make a claim, **you** will be required to disclose relevant personal data about **yourself** to **us**, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase, or when **You** make a claim. Please note that any information that you provide to **Us** may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by **yourself** will be used by **us**, its agents and associated companies, other insurers, regulators, industry and public bodies (including the Police) and agencies to process this insurance and any changes or upgrade to this insurance, handle claims relating to this insurance and prevent fraud. This may involve the transfer of such information to other countries (including those which have limited or no data protection laws). **We** will take steps to ensure that your information is held securely. #

Section 1 - Definitions

Where the following words and phrases appear in bold in this **Policy** Terms and Conditions or on **Your Certificate**, the following definitions apply:

Accidental Damage means damage caused suddenly and unexpectedly by an outside force, other than by a deliberate act.

Administrator means DMS Agency Services Ltd trading as PaymentCover – PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.

Agreement to Pay means **Your Agreement to Pay Your Premiums** either annually, or monthly by Direct Debit.

Buildings means **Your Home** including permanent fixtures, fittings and decorations plus:

- Swimming pools, tennis courts, ornamental ponds or fountains.
- Fixed tanks providing fuel to the Home, drains, septic and service tanks.
- Walls, fences, gates and hedges.
- Drives, paths, patios and terraces.

But not:

- Satellite receiving equipment or television and radio aerials.
- Business Activity relating to **Your** trade, profession or employment.

Certificate means a **Certificate** of Insurance confirming the detail of **Your** cover under these **Policy** Terms and Conditions. It will be produced when **Your Online Quotation Request** has been received by the **Administrator**, underwritten, and a Quotation issued to you that you accept, and upon which **You** instruct **Us** to commence cover. It will show any Amendments to and Exclusions from our standard **Policy** Terms and Conditions. The **Administrator** will send this to you, before **Your** 14 day **Cooling-Off Period** commences, and will then send another updated **Certificate** whenever any information shown thereon changes. **You** may at any time request a copy of **Your** latest, or any previous **Certificate(s)**.

Consequential loss means any other costs that are directly or indirectly caused by the event that led to **Your** claim unless specifically stated in this **Policy**.

Contents means household goods, **Personal Possessions** and other articles in the home owned by **You**, or members of **Your Family**, including:

- Valuables.
- Money.
- Items relating to Business.
- Satellite receiving equipment, television and radio aerials.
- **Personal Possessions** belonging to visitors or to employees who live in **Your Home** up to £500 for each visitor or employee.
- Pedal Cycles up to £250.
- Office equipment, computers, monitors, scanners and printers, used for **Your** Business, up to £5,000.

But not:

- Vehicles and craft and their accessories.
- Animals.
- Deeds and documents other than driving licenses, passports or proof-of-age cards.
- Documents and Certificates relating to ownership of shares, bonds and other financial investments.
- Credit, Charge, Cheque, Debit, Bankers or Cash Dispenser Cards belonging to **You** or members of **Your Family** (held solely for private and domestic use).

Cooling-Off Period means the fourteen (14) days immediately after the **Start Date** of **Your** cover, or the date on which **You** receive **Your Policy** documentation if later, during which **You** may request the **Administrator** to cancel **Your** cover and refund to **You** any and all **Premium(s)** paid.

Endorsement means an agreed change in the terms of the **Policy** that has been agreed by **Us** in writing.

Excess means the amount **You** must pay towards any claim.

Family means **Your** spouse or partner and children (including adopted and foster children) and any other relatives all permanently living with **You**.

Garden means flowerbeds, lawns, plants, shrubs or trees in the **Garden** within the boundaries of **Your** Home.

Home means the private dwelling shown in **Your Certificate** together with its garages and domestic outbuildings as shown in the **Policy Certificate**.

Insurer means UK Underwriting Ltd trading as UK General Insurance Group on behalf of Ageas Insurance Ltd.

Money means cash, currency, cheques, **Money** orders, savings Certificates, Premium bonds, travellers cheques and tickets, gift tokens belonging to **You** or members of **Your Family** held solely for private and domestic use.

Online Quotation Request means the form **You** completed on the PaymentCover website at www.paymentcover.co.uk selecting the component parts of the cover **You** wished to consider, confirming certain facts by answering questions on the form, and asking that a quotation for that cover be sent to **You**.

Period of Insurance means the period shown in the **Certificate** and any further period for which **You** have paid or have agreed to pay and **We** have accepted or have agreed to accept **Your Premium**.

Personal Possessions means clothing and other items designed to be either worn or normally carried and belonging to **You** or **Your Family**.

But not:

- **Valuables** within the Home.
- Household goods.
- Pedal cycles.
- Items relating to Business.

Online Quotation Request means the online form **You** complete asking the **Administrator** to send **You** a quotation for this cover.

Policy means

Premium(s) means the amount payable either as an annual or monthly payment that **You** have agreed to pay **Us** in respect of insurance cover under this **Policy**.

Start Date means the date **Your** cover under **Your Certificate** commences, and is shown on **Your Certificate**.

Statement of Fact means the document produced by the **Administrator's** computer system when **Your Online Quotation Request** was read into it electronically. This document will be sent to **You** when the **Administrator** sends **You** a quotation for the cover requested, and invites **You** to instruct **Us** to commence cover.

Unfurnished means insufficient furniture for everyday normal occupancy by **You**.

United Kingdom means Great Britain, Isle of Man, Channel Isles, Northern Ireland.

Unoccupied/Unoccupancy means the property is deemed to be **Unoccupied** when it is not lived in by **You**. **Unoccupancy** is deemed to start from the date that **You** last vacated the property, which may pre-date the inception of the insurance granted by this **Policy**.

Vehicles and Craft means any electrically or mechanically-powered Vehicles, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain Vehicles or quad bikes, other than domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery- or pedestrian-operated models or toys.

Valuables means jewellery, watches, furs, gold and silverware, precious metals, works of art, stamp/coin/medal collections) covered up to £7,500 in total and subject to a **Valuables** single item limit of £2,000, unless otherwise stated in **Your Certificate**

We/Our/Us/Insurer means UK Underwriting Ltd trading as UK General Insurance Group on behalf of Ageas Insurance Ltd.

You/Your(s) means the person or people named on **Your Policy** and any member of **Your Family**.

Section 2 - Buildings Cover

This section only applies when shown in **Your Certificate**. Please also see the Conditions and Exclusions on pages 7 and 8.

We will pay for loss of or damage to the **Buildings** caused by:

2.1 Fire, Lightning, Explosion, Earthquake, Smoke.

We will not cover

- loss or damage caused by smog or smoke from any agricultural or industrial work or any gradual process.

2.2 Water or oil escaping from a fixed water or heating installation, pipe, tank, fish tank or from any domestic appliance.

We will not cover

- loss or damage whilst the buildings are **unoccupied** for 30 days or more.
- loss or damage to the apparatus and/or pipes from which water and/or oil has escaped.
- loss or damage caused by gradual emission.

2.3 Storm or Flood.

We will not cover

- damage to fences, boundary hedges or gates.
- damage by frost.
- loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, or tennis courts.
- loss or damage caused by rising water table levels.

2.4 Collision involving aircraft, aerial devices, Vehicles or anything dropped from them, or animals.

We will not cover

- loss or damage caused by domestic pets.

2.5 Falling TV, radio or satellite aerials and their fittings and masts, falling trees, including reasonable costs You have to pay for removing from the site the fallen part of the tree or branches, that have caused damage to the Buildings.

We will not cover

- loss or damage to fences, gates, boundary hedges, the aerial, fittings or masts themselves.
- loss or damage caused by maintenance to trees.

2.6 Riot, Civil Commotion, Labour or Political Disturbance.

2.7 Vandalism or Malicious Damage.

We will not cover

- Loss or damage caused by **You** or **Your Family** or by a paying guest or tenant.
- Loss or damage occurring after **Your Home** has been **Unoccupied** or **Unfurnished** for more than 30 days in a row.

2.8 Subsidence or heave of the site beneath the Buildings, or landslip.

We will not cover:

- The first £1,000 (unless a different subsidence **Excess** is shown in **Your Certificate**).
- Loss or damage caused by river or coastal erosion.
- Damage to fences, drives, paths, gates, swimming pools, tennis courts, patios, floor slabs, cables, drains, walls, septic tanks and central heating tanks unless the foundations of load bearing walls are damaged at the same time and by the same cause.
- Loss or damage caused by demolition, structural alteration or structural repair, excavation.
- Loss or damage caused by defective workmanship or design or use of defective materials.
- Loss or damage caused by normal settlement, shrinkage or expansion.
- Loss or damage to **Buildings** caused by the action of chemicals or by the reaction of chemicals with any material that forms part of the **Buildings**.
- Loss or damage that originated prior to the inception of this **Policy**.
- Loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause.
- Loss or damage to buildings caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the buildings.

2.9 Theft or Attempted Theft.

We will not cover:

- Loss or damage caused by **You** or **Your Family** or by a paying guest or tenant.
- Loss or damage after the property has been **Unoccupied** or **Unfurnished** for more than 30 days in a row.
- Loss or damage caused by deception unless deception is used only to gain entry.

2.10 Accidental Damage to fixed glass in windows, doors or roofs, glass in doors of fitted ovens, fixed ceramic hobs and fixed sanitary ware. The most We will pay under this section of the Policy is £1,000.

We will not cover:

- Loss or damage caused by a paying guest or tenant.
- Loss or damage after **Your Home** has been **Unoccupied** for more than 30 days in a row.

2.11 Accidental Damage to fixed heating installations, covers, cables or pipes servicing the premises for which You are legally responsible; including the cost of breaking into and repairing any pipes between the main sewer and Your premises as a result of blockages. The most We will pay under this section of the Policy is £5,000

We will not cover:

- Deterioration caused by normal wear and tear.
- Damage caused as a result of building work including alteration, repair and renovation.
- Loss or damage occurring after **Your Home** has been **Unoccupied** for more than 30 days in a row.
- Loss or damage caused by wet or dry rot; faulty workmanship and/or design.

2.12 Property Owners Liability.

All sums for which **You** are legally liable in respect of accidental death or injury to any person or loss or damage to material property arising from Ownership (but not occupancy) of **Your Home** and/or its land. Resulting from **You** previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975. Limitation on any claim payment under this section arising from one incident is £2,000,000.

We will not cover:

- Liability for death or injury to **You** or a member of **Your Family**.
- Liability for loss or damage to property of **Yourself** or members of **Your Family** for which **You** are legally liable.
- Liability arising from any wilful or malicious acts.
- Liability arising from any profession or employment.

2.13 Alternative Accommodation.

If **Your Home** is made uninhabitable as a result of loss or damage which is covered under sections 2.1 to 2.11 of this **Policy**, **We** will pay:

- Reasonable additional costs of accommodation for **You**, **Your Family** and **Your** domestic pets.
- Ground rent that **You** have to pay.

We will pay up to 12 months costs or 20% of the **Buildings** Sum Insured, whichever is less. This will apply during the time needed to restore **Your Home** to a condition that it is fit to live in.

2.14 Architects/Surveyors Fees.

If **Your Home** suffers damage that is covered under sections 1-9 of this **Policy**, **We** will pay;

- Reasonable costs of professional fees required in the reinstatement of **Your Home**.
- Reasonable costs associated with clearance of any site and to make safe any **Buildings**.

We will not cover costs incurred in the preparation of any insurance claim.

2.15 Replacement of Locks.

Costs of replacing keys or locks to **Your** property where **Your** keys to locks and/or alarms or safes are lost or stolen anywhere in the world.

The most **We** will pay is £500.

We will not cover

- Thefts not reported to the Police.

2.16 Plumbing.

Damage to **Your** plumbing installation caused by freezing or bursting.

We will not cover:

- Loss or damage to **Your** plumbing external to **Your Home** or in any outbuilding.
- Loss or damage caused by corrosion, wear and tear or rust.
- Loss or damage occurring after **Your Home** has been **Unoccupied** for more than 30 days in a row.

2.17 Emergency Access.

We will cover damage to **Your Buildings** following necessary access to **Your Home** to deal with a medical emergency or prevent damage to **Your Home**.

Extended Accidental Damage

This section only applies when shown in **Your Certificate**.

Accidental Damage to the **Buildings** in addition to the loss or damage caused by perils covered and specified in under sections 2.1 to 2.11 of this section.

We will not cover:

- Loss or damage caused by vermin, fungus, insects or domestic pets.
- Loss or damage occurring after **Your Home** has been **Unoccupied** for more than 30 days in a row.
- Cost of normal maintenance.
- Loss or damage caused by cleaning or making repairs or alterations.
- Loss or damage caused by pets.
- Loss or damage whilst the Buildings are Unoccupied for 30 days or more.
- Loss or damage as a result of mechanical or electrical breakdown.

CONDITIONS THAT APPLY TO SECTION 2 – BUILDINGS

Basis of Claims Settlement

In the event of loss or damage to the buildings, **We** will pay the full cost of reinstatement, as long as the buildings are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the buildings have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration. In respect of any claim made under this **Policy**, **Our** liability will:

- not exceed the proportion that the sum(s) insured bears to the full cost of reconstruction of the property, as stated in the **Certificate**.
- not exceed the sum Insured for the property, as stated in the **Certificate**. It is **Your** responsibility to ensure that, at all times the buildings sum insured reflects the total cost of reinstatement and associated fees. **We** will not pay for the cost of replacing or repairing any undamaged part(s) of the building which forms part of a pair, set, suite or part of a common design. **We** will not reduce the sum insured under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

Section 3 - Contents Cover

This section only applies when shown in **Your Certificate**. Please also see the Conditions and Exclusions on pages 7 and 8.

We will pay for loss of or damage to the **Contents** caused by:

3.1 Fire, Lightning, Explosion, Earthquake, Smoke.

We will not cover loss or damage caused by smog or smoke from any agricultural or industrial work or any gradual process.

3.2 **Water or oil escaping from fixed water or heating installations, pipe, tank, fish tank or from any domestic appliance.**

We will not cover

- loss or damage while the **Home** is **Unoccupied** or **Unfurnished** for more than 30 days in a row.
- any loss or damage to the apparatus and/or pipes from which water and/or oil has escaped.
- any loss or damage caused by gradual emission.

3.3 **Storm or Flood.**

We will not cover

- contents in the open.
- loss or damage caused by frost.
- loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts,
- loss or damage caused by rising water table levels.

3.4 **Collision involving aircraft, aerial devices, Vehicles or anything dropped from them, or animals.**

We will not cover

- loss or damage caused by domestic pets.

3.5 **Falling trees, branches, TV, radio or satellite aerials and their fittings and masts.**

We will not cover

- loss or damage caused by maintenance to trees.
- loss or damage to aerials dishes and masts.

3.6 **Riot, Civil Commotion, Labour or Political Disturbance.**

3.7 **Vandalism or Malicious Damage.**

We will not cover:

- Malicious damage or vandalism by any tenant or person lawfully on the property.
- Loss or damage occurring after **Your Home** has been **Unoccupied** or **Unfurnished** for more than 30 days in a row.

3.8 **Subsidence or heave of the site beneath the Buildings, or landslip.**

We will not cover:

- The first £1,000 (unless a different subsidence **Excess** is shown in **Your Certificate**).
- Loss or damage caused by river or coastal erosion.
- Loss or damage caused by demolition, structural alteration or structural repair, excavation.
- Loss or damage caused by defective workmanship or design or use of defective materials.
- Loss or damage caused by normal settlement, shrinkage or expansion.
- Loss or damage to **Buildings** caused by the action of chemicals or by the reaction of chemicals with any material that forms part of the **Buildings**.
- loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main building is damaged at the same time.
- Normal settlement, shrinkage or expansion.
- Loss or damage that originated prior to the commencement of this insurance.
- Loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause.
- Loss or damage to landlord's contents caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the buildings.

3.9 **Theft or Attempted Theft.**

We will not cover:

- Loss or damage caused by **You** or **Your Family** or by a paying guest or tenant.
- Loss or damage after **Your Home** has been **Unoccupied** or **Unfurnished** for more than 30 days in a row.
- Loss or damage caused by deception unless deception is used only to gain entry.
- Theft not involving forcible and violent entry to, or exit from, **Your Home** if **You** have lent, let or sublet any part of **Your Home**, or whilst persons other than **Your Family** are staying there.
- Official confiscation or detention.
- Loss of **Money** from outbuildings.
- More than £350 for the loss of Money.
- Loss or damage to **Your Contents** whilst in an outbuilding or garage unless forcible and violent entry or exit takes place. The maximum **We** will pay from an outbuilding or garage is £2,000.

3.10 **Contents in the Garden.**

We will pay up to £1,000 for loss or damage to **Contents** from any cause covered under sections 3.1 to 3.9 of this Policy while in the open and within the boundaries of **Your Home** and its land.

We will not cover:

- Loss or damage after **Your Home** has been **Unoccupied** for more than 30 days in a row.
- Loss of money.
- Loss or damage caused by storm or flood or other climatic conditions.
- Loss or damage in respect of pedal cycles left in the open.

3.11 **Accidental Damage in the home to:**

Audio, hi-fi, television, telecommunication or video equipment but not mobile phones. Computers but not laptop computers, computer software, hand-held computers or electronic toys. Satellite television receiving equipment or television and radio aerials.

We will not cover:

- Loss or damage after the property has been **Unoccupied** for more than 30 days in a row.
- Loss or damage caused by electrical or mechanical breakdown.
- Loss or damage caused by wear and tear, depreciations, gradually operating causes, process of cleaning, repair or restoration.

3.12 **Loss or damage to goods kept within Your freezer**

Up to £500 caused by a rise or fall in temperature caused by malfunction of the refrigeration process or a rise in temperature caused by failure of the public gas or electricity supply or from contamination by refrigeration fumes.

We will not cover:

- Loss or damage caused by any deliberate act of the supply authority or its employees.
- Loss or damage occurring after **Your Home** has been **Unoccupied** for more than 30 days in a row.
- Loss or damage from fridges/freezers over 10 years from new.

3.13 Alternative Accommodation.

If **Your Home** is made uninhabitable as a result of loss or damage which is covered under sections 3.1 to 3.9 of this **Policy**,

We will pay:

- Reasonable additional costs of accommodation for **You**, **Your Family** and **Your** domestic pets.
- Ground rent that **You** have to pay.
- up to 12 months costs or 20% of the **Contents** Sum Insured, whichever is less.

3.14 Household Removal.

We will pay for Accidental loss or damage to the **Contents** whilst in the course of being permanently removed by a professional firm of removers from **Your Home** to any other property **You** are going to live in within the United Kingdom, including while they are temporarily in storage for up to 3 days.

We will not cover:

- Loss or damage to **Money** or **Valuables**.
- Loss or damage to china, glass, earthenware and similar fragile items, unless they have been packed by professional packers.

3.15 Title Deeds.

We will pay up to £250 to replace the title deeds of **Your Home** following loss or damage caused by loss or damage which is covered under sections 3.1 to 3.9 of this **Policy** while they are in **Your Home** or in the offices of **Your** mortgage lender, solicitor or bank.

We will not cover

- Fees associated with the preparation of new title deeds following loss or damage caused by an insured peril to **Your** deeds.
- Loss or damage caused by: wear and tear, depreciation, insects, vermin, fungus, atmospheric or climatic conditions, gradually operating cause, confiscation or detention by order of any government, public or police authority

3.16 Loss of Oil and Metered Water / Loss of oil from a domestic heating installation and/or metered water following Accidental Damage to the domestic water or heating installation. The maximum amount payable under this section is £1000.

We will not cover

- loss or damage whilst the buildings are **Unoccupied** for 30 days or more
- loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- loss or damage caused by gradual emission.

3.17 Emergency Access.

We will cover damage to **Your Contents** following necessary access to the **Your Home** to deal with a medical emergency or prevent damage to **Your Home**.

3.18 Contents Temporarily Removed.

We will pay up to £5,000 for loss or damage to **Your Contents** caused by any of the perils listed in 3.1 to 3.9 of this section whilst temporarily removed from **Your Home** and in occupied premises where **You** or a member of **Your Family** is residing or employed within the United Kingdom.

We will not cover:

- Loss or damage from theft unless involving forcible and violent entry or exit.
- Loss or damage from a mobile Home, motor **Home** or caravan.
- **Contents** removed for sale or exhibition or to furniture storage areas.
- loss or damage in a furniture depository
- loss or damage caused by storm or flood to property not in a building
- loss or damage by theft unless force and violence is used to gain entry to or exit from a building.
- loss or damage to **Pedal Cycles** owned by **You** or **Your Family** from the home address.
- The **Excess** shown in the Certificate.
- loss or damage listed under other exclusions.
- loss or damage while being used for track racing or business purposes
- theft while away from the **Home** unless specified on your policy **Certificate**.
- loss of or damage to accessories unless the **Pedal Cycle** is stolen or destroyed by fire at the same time, at the home address.

The maximum payable under this section is £5,000 in total. The maximum payable per single item under this section is £1,500.

3.19 Downloaded Information.

We will pay the cost of replacing information that **You** have bought and stored on **Your Home** entertainment equipment or mobile phone and that is lost or damaged by any causes covered under sections 3.1 to 3.9.

We will not cover:

- The cost of remaking a file, tape or disc.
- Any cost of rewriting the information contained on **Your Home** entertainment equipment.

The maximum amount payable under this section is £2,000.

3.20 Seasonal Increase.

From 1 December to 15 January, and if within the period of cover shown in the **Certificate**, **We** will increase the sum insured in this section by 10%. From 16 January to 30 November, the sum insured will reduce to the amount shown in the **Certificate**.

3.21 Wedding Gifts.

We will increase the sum insured in this section by 10% for losses 30 days before and 30 days after **Your** wedding day. The maximum payable under this section is £3,000 in total.

3.22 Salary while You attend Jury Service.

We will pay **Your** salary or wages for each half or whole day **You** attend jury service if **You** cannot claim them back from the court or from **Your** employer. The most **We** will pay is £10,000.

3.23 Public Liability Cover.

- All sums for which **You** or a member of **Your Family** permanently residing with **You** are legally liable as occupiers of **Your Home** or in any personal capacity, for accidental death or injury to any person or for loss or damage to any property belonging to a third party.
- All sums for which **You** are legally liable to pay as tenants of **Your Home** and under **Your** tenancy agreement against loss or damage caused by any of the insured risks as specified in paragraphs 3.1 to 3.9 of this **Policy**.

We will not cover:

- Liability for death or injury to any member of **Your Family**.
- Liability arising from ownership of any land or building.
- Liability arising from ownership of or use of Vehicles and Craft.
- Liability arising from loss or damage to property under **You**, **Your Family**, or **Your** domestic employees custody or control.
- Liability arising from animals other than domestic pets.
- Liability arising from any profession, trade or employment.
- Liability arising from transmission of any disease.
- Liability for a contract that says **You** or **Your Family** are liable for something which **You** or They would not otherwise have been liable for.

The maximum payable under this section is £2 million for an accident to any person. This amount is restricted to a maximum of 20% of the **Contents** sum insured in respect of tenant's liability.

3.24 Domestic Employers Liability Cover

- All sums for which **You** or a member of **Your Family** permanently residing with **You** are legally liable as occupiers of **Your Home** or in any personal capacity, for accidental death or injury to any person or for loss or damage to any property belonging to a third party.
- All sums for which **You** are legally liable to pay as tenants of **Your Home** and under **Your** tenancy agreement against loss or damage caused by any of the insured risks as specified in paragraphs 3.1 to 3.9 of this **Policy**.

We will not cover:

- Liability for death or injury to any member of **Your Family**.
- Liability arising from ownership of any land or building.
- Liability arising from ownership of or use of Vehicles and Craft.
- Liability arising from loss or damage to property under **You**, **Your Family**, or **Your** domestic employees custody or control.
- Liability arising from animals other than domestic pets.
- Liability arising from any profession, trade or employment.
- Liability arising from transmission of any disease.
- Liability for a contract that says **You** or **Your Family** are liable for something which **You** or They would not otherwise have been liable for.

The maximum payable under this section is £5 million for an accident to **Your** domestic employees for an accident to any person. This amount is restricted to a maximum of 20% of the **Contents** sum insured in respect of tenant's liability.

3.25 Fraudulent use of Credit Cards by any unauthorised persons following Loss or theft of any such card

We will not cover:

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

Maximum payable under this section for a single claim is £500.

Section 4 - Additional Cover

4.1 Accidental Damage to the Contents while in the Home in addition to the loss or damage caused by perils covered and specified under sections 3.2 to 3.25 of this Policy

We will not cover:

- Loss or damage caused by vermin, fungus, insects or domestic pets.
- Loss or damage occurring after **Your Home** has been **Unoccupied** or **Unfurnished** for more than 30 days in a row.
- Loss or damage if previously specifically excluded from cover.
- Loss or damage caused by normal Wear and tear.
- Loss or damage caused by atmospheric or climatic conditions.
- Loss or damage to clothing, Money, sports equipment, cycles.
- Loss or damage to contact lenses.
- Loss or damage caused by cleaning or making repairs or alterations.
- Loss or damage caused by any paying guest or tenant.
- Loss or damage as a result of mechanical or electrical breakdown.
- Loss or damage to remote controlled models whilst in use.
- Loss or damage to musical instruments whilst in use.

Section 5 - Additional Cover

5.1 Personal Possessions

This section only applies when shown in **Your Certificate**. Please also see the **Conditions and Exclusions on page 7**. **We** will cover **Your** specified and unspecified **Personal Possessions** for loss or Accidental Damage anywhere in the world.

We will not cover:

- Loss or damage to cycles.
- Loss or damage to sports and camping equipment whilst in use.
- Loss or damage to property already insured by any other **Policy**.
- Theft from an unattended motor Vehicle unless force and violence is used in the course of the theft and the items are contained out of sight in an enclosed locked boot or glove compartment.
- Confiscation or detention by custom officials.
- Loss or damage caused by vermin, insects, fungus or climatic conditions.
- Loss or damage where **You** or **Your Personal Possessions** are out of the United Kingdom for more than 30 days in any one year.
- Loss or damage as a result of mechanical or electrical breakdown.
- Loss or damage to contact lenses.

The maximum payment for a single item of personal belongings is £1,500 unless otherwise specified under **Your Policy Certificate**. The most **We** will pay for a single claim is £2,500 unless otherwise specified under **Your Policy Certificate**. The maximum payment for loss of **Money** is £350. The maximum payment for theft from an unattended motor Vehicle is £1,000.

5.2 Pedal Cycle Cover

This section only applies when shown in **Your Certificate**. Please also see the Conditions and Exclusions Applying Across all Sections of the **Policy** on page 8. **We** will pay for Accidental Damage or loss to **Your** pedal cycles and accessories whilst attached anywhere within the United Kingdom.

We will not pay for:

- Loss or damage whilst the pedal cycle is being used for racing, pace-making or trials.
- Loss caused by theft unless the pedal cycle is in a locked Building or is immobilised by a security device attached to a fixed immovable object.
- Loss or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time

The maximum payment for pedal cycles is specified in **Your Policy Certificate**.

It is your responsibility to ensure that, at all times the contents sum insured reflects the total cost of replacement as new. We will not pay for the cost of replacing or repairing any undamaged item(s) of the contents of your property which forms part of a pair, set, suite or part of a common design. We will not reduce the sum insured under this section following a claim, provided that you agree to carry out any recommendations which we make to prevent further loss or damage.

General Conditions

Disclosure of Material Facts

This insurance shall be deemed as voidable in the event of any non-disclosure, misrepresentation or mis-description of any material fact which would have influenced our decision in accepting the Policy.

Duty of Care

You must take actions to prevent loss or damage to your property and ensure that your property is maintained in a good state of repair. All protections installed for the protection of the building must be regularly maintained and be in use when the building is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

You must notify us of any change in your circumstances and in particular the use of your property, the cost of rebuilding your property or replacing your contents.

Unoccupancy

- If the buildings as specified in the Certificate will be left unattended for 14 days or more, you must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.
- You must notify us if the Buildings as specified in the Certificate are to become regularly unattended for more than 30 days in any single period.

Notice of Building Works

You must notify us prior to the start of any conversions and extensions to any buildings specified in the Certificate.

Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this policy shall have any rights to enforce any terms or conditions of this policy. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other Insurance

If you have any other insurance which covers the same loss, damage or liability, we will only pay our share of any claim.

Fraudulent / False Claims

If you make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. We have the right to notify the Police, or other relevant authority or body of any such instances or circumstances.

GENERAL EXCLUSIONS

This Policy does not cover the following:

Radioactive Contamination

Loss or damage to any property resulting or arising from any consequential loss, legal liability directly, or indirectly caused by, or contributed to by, or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components.

War

Loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure to property under the order of any government or public or local authority or other body.

Terrorism

Loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.

For the purpose of this exclusion 'terrorism' includes the use of any destructive, or potentially destructive weapon or device, biological chemical and/or nuclear chemical and/or nuclear force 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 in fear. Losses caused by, or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Deliberate Act

Loss or damage caused intentionally by you, or anyone working on your behalf.

Existing Damage

Loss or damage occurring prior to the commencement of your insurance cover.

Sonic Pressure

Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

Consequential Loss

Consequential loss as a result of any claim under this policy.

Wear and Tear

Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

Computer Date Recognition and Viruses

Loss or damage to computer equipment caused by computer date changes and/ or computer viruses. For the purposes of this exclusion, "viruses" includes any programs or software which affects computer programs and/or functionality.

Motor Vehicles

Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

Domestic Pets

Loss or damage caused by domestic pets, insects or vermin.

CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

If you need to make a claim under this policy, you must do the following:

Provide us with full details of your claim as soon as possible after the event and always within 30 days.

Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.

Take all steps necessary to reduce further loss, damage or injury.

Provide us with all information and evidence, including written estimates and proof of ownership and value that we may request.

Do not, under any circumstances effect full repairs without our prior written consent.

Under no circumstances must you admit any liability or responsibility or negotiate or settle any aspect of any claim without our permission in writing.

On receipt of a notification of a claim, we may do the following:

Enter any building following loss or damage.

Negotiate, defend or settle any claim made against you.

Prosecute in your name for our benefit, any other person in respect of any claim we may have to pay.

Appoint a loss adjuster to handle the claim on our behalf.

Section 6 - Settling Claims

6.1 Inflation Protection

The **Buildings** sum insured as shown in **Your Certificate** will be automatically reviewed prior to renewal and adjusted for inflation based on the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

The sum insured for **Contents**, as shown in **Your Certificate**, will be automatically reviewed prior to renewal and adjusted for inflation based on the Consumer Durables Index of the Retail Price Index.

6.2 Your Premium at renewal will be automatically adjusted to take account of any increase in the sum insured of **Your Buildings** and/or **Contents**. For **Your** protection, **We** will not reduce **Your** sum insured even if the index moves down, unless **You** ask **Us** to.

6.3 Basis of Claims Payments

We will decide whether to repair, reinstate or replace any damaged part of **Your Buildings** or **Contents**. **We** may do this by using one of **Our** suppliers. If the work is not carried out, **We** will pay the reduction in market value of **Your Home** that resulted from the damage. However, **We** will not pay more than the cost of the repair or replacement. If it cannot be repaired, reinstated or replaced, **We** will pay the cost of an equivalent replacement.

The maximum **We** will pay is as follows:

- The sum insured noted on **Your Certificate**.
- In respect of the total of all **Valuables** whilst in **Your Home** £7,500..
- Any one Valuable single item in the **Home** £2,000.
- Loss of **Money** in **Your Home** £350.
- Alternative accommodation – 20% of the sum insured.
- A deduction for wear and tear will be made if the **Buildings** are not properly maintained and in a good state of repair.
- Deductions will also be made to clothing and household linen for wear and tear.

If the sum insured for **Buildings**, at the time of the loss or damage, is less than the actual cost of rebuilding **Your Home** the amount **We** will pay for any claim will be reduced by the proportion that the maximum amount payable bears to the full cost of reinstating the Building.

If the sum insured for **Contents**, at the time of loss or damage, is less than the actual cost of replacing all the **Contents** as new, the amount **We** will pay for any claim will be reduced by the proportion that the maximum amount payable bears to the full cost of replacing the **Contents** as new.

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

The Excess noted on **Your Certificate** will also be deducted from any claim payment made.

Section 7 - Claims Conditions Applying Across All Sections of Your Policy

- **You** should be aware of the terms and conditions of any **Policy** Excesses that apply to the sections of **Your Policy**. Full details of Excesses will be stated within **Your** effective **Policy Certificate**.
- When **You** are made aware of a claim or potential claim **You** must inform **Us** as soon as is reasonably possible and within a maximum of 30 days from any occurrence giving rise to the claim.
- **You** must provide **Us** with any information regarding value or ownership at **Your** expense and provide **Us** with all information and assistance **We** may reasonably require.
- **You** must notify the Police and **Us** immediately of losses caused by theft or malicious damage, riot or civil commotion or in respect of articles lost outside of **Your Home**.
- In respect of any liability claim **You** must provide **Us** with any letters writs or summons in connection with the claim immediately such documents are received.
- **You** must also not admit any liability or negotiate a claim without **Our** written consent.
- If other insurance exists covering the same loss or liability, **You** must provide full details of such insurances and **We** will then pay a proportionate ratio of the claim.
- In the event of a claim, **We** may enter any building or **Your Home** if affected by the claim and deal with any salvage.
- No property can be abandoned to **Us**.
- A deduction for **Wear** and tear will be made if the **Buildings** are not properly maintained and in a good state of repair.
- If the sum insured for **Buildings**, at the time of the loss or damage, is less than the actual cost of rebuilding **Your Home** or the sum insured for **Contents**, at the time of loss or damage, is less than the actual cost of replacing all the **Contents** as new, the amount **We** will pay for any claim will be reduced by the proportion that the maximum amount payable bears to the full cost of reinstating the Building or replacing the **Contents** as new.
- **We** have the right to take over and conduct in **Your** name, the defence or settlement of any claim. **We** may also take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payments made under this **Policy**.
- UK Underwriting Ltd is an agent of Ageas Insurance Ltd and in the matter of a claim act on their behalf.

Section 8 - How to Make a Claim

In the unfortunate event **You** have to make a claim, please follow these simple steps:

Step 1

Contact the Police, in the event of loss, theft or malicious damage.

Step 2

Please check through **Your Policy** and **Certificate** to verify that **Your** claim will be covered, then telephone Claims Helpline - Direct Group 0844 412 4241 – available 24/7.

Step 3

If **We** then send **You** any forms to complete – please return to: Nexus Claims, PO Box 125, Leeds, LS10 9BG

Remember:

Never admit liability.

If someone makes a claim or a threat to do so, please under no circumstances are **You** to admit to any liability, unless authorised by **Us**. Ensure that **We** are provided with all relevant papers and correspondence.

Section 9 - Complaints Procedure

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact the Managing Director of the Administrators.

Step 1 - Initiating Your complaint:

Please contact: The Managing Director DMS Agency Services Ltd. PO Box 2, FREEPOST SWC 12489, DURSLEY. GL11 4ZZ. Tel: 01453 547053. Please ensure **Your Certificate** number is quoted in all correspondence to assist a quick and efficient response. This complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Step 2 - If You are still unhappy: and wish to make a formal complaint, please contact:

The Customer Relations Department, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, West Yorkshire, LS10 1RJ.

Tel: 0830 218 2685

Email: customerrelations@ukgeneral.co.uk

Step 3 - The Financial Ombudsman Service If we have provided you with our final response and you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). You have the right to make an appeal to the Financial Ombudsman Service (FOS). You may contact the FOS at South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 080 1800 Fax: 0207 964 1001 Please note You have 6 months from the date of Our final response in which to refer Your complaint to the FOS. Such referral will not affect Your right to take legal action against Us.

ADMINISTRATOR - DMS Agency Services Ltd. PO Box 2, FREEPOST SWC 2489, DURSLEY. GL11 4ZZ.

Telephone Helpline: 0845 673 9999 (Lo-Call) or 01453 547053. The Helpline is available from 9.00 am to 9.00 pm seven days per week.

Fax: 0845 130 5624 e-mail: paymentcover@dms4asu.co.uk web: www.paymentcover.co.uk

February 8th 2011