



# Essentials

## Buildings and Contents

## Insurance Policy Booklet

### Important note

This version of the Select & Protect 'Essentials' policy wording, effective from 25<sup>th</sup> May 2018, applies to customers who purchased their policy after that date, or existing customers who have received an anniversary letter from us since 25<sup>th</sup> May 2018.

If you would like a copy of your policy wording and you:

- purchased your Essentials policy prior to 25<sup>th</sup> May 2018 and
- have not received an anniversary letter from us since 25<sup>th</sup> May 2018,
- or if you are unsure which version of the policy applies to you,

then please call our customer services team on 0345 345 6800 or email them at [customer.service@select-protect.co.uk](mailto:customer.service@select-protect.co.uk). Please include your policy number within your e-mail request.

# Essentials

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# Introduction

This is Your Home Insurance Policy arranged and administered by Select & Protect.

## Contract of Insurance

This policy, the application form and the Schedule Of Insurance with any endorsements shown on it and any changes to Your insurance policy contained in notices issued by Us during the term of Your policy, together form the insurance contract with the Insurer named on Your Schedule of Insurance.

A separate agreement exists between You and Select & Protect in connection with the policy administration services provided to You. For convenience, the insurance Premium and the Policy Administration Fee will together, make up the single monthly payment shown on Your Schedule of Insurance.

Please read all these documents very carefully. If You are unsure of the meaning of any part of this policy or it does not meet Your requirements, please let Select & Protect know as soon as possible.

In return for You paying Your Premium, We will provide the cover shown in Your Schedule of Insurance on the terms and conditions of this policy during the Period of Insurance. Our provision of insurance under the policy is conditional upon You observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Information and Changes We need to know about

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out and make changes to Your policy.

Please tell Our Insurance Administrator if there are any changes to the information set out in the statement of fact or on your Schedule Of Insurance. You must also tell Our Insurance Administrator immediately about the following changes:

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

If you are in any doubt, please contact Our Insurance Administrator.

When Our Insurance Administrator is notified of a change, they will tell You if this affects Your policy, for example whether We are able to accept the change and if so, whether the change will result in revised terms and/or Premium being applied to Your policy.

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

- We may cancel Your policy and refuse to pay any claim, or
- We may not pay any claim in full, or
- We may revise the Premium and/or change any Excess, or
- the extent of the cover may be affected.

## Changing Your mind

You have the statutory right to cancel Your policy during a period of 14 days after the later of the day of purchase of the contract or the day on which You receive Your Welcome letter and policy schedule

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

Alternatively, if You wish to cancel Your policy and the insurance cover has already commenced, You will be entitled to a refund, subject to a deduction for the time for which You have been covered. This will be calculated on a pro rata basis for the period in which You received cover.

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

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

For Your cancellation rights outside the statutory cooling off period please refer to the General Conditions section of Your policy booklet.

## Important Contact Details

Policy Queries: 0345 345 6800 8.00am and 6.00pm Monday to Friday and 9.00am to 2pm Saturday or email: [customer.services@select-protect.co.uk](mailto:customer.services@select-protect.co.uk)

Claims: From 1st December 2015, your insurance underwriter will be handling all new claims. Please refer to your Schedule of Insurance for this information and call them directly on the number shown below. If your underwriter is:

- Ageas, please call 0370 241 2719 (24 hours a day, 365 days a year).
- Aviva, please call 0800 012 345 (24 hours a day, 365 days a year).

## Useful and important information about Your insurance

- Insurance does not cover Your property against everything that can happen so please read Your policy carefully to make sure You understand what it covers and the limits which apply.
- It is Your responsibility to look after and regularly maintain Your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- Your policy describes certain things which You are required to do to make sure that You are protected and that Your policy cover operates fully. For example, You must:
  - tell Us about changes which could affect Your policy (see "Information and Changes We need to know about" on page 2)
  - make sure that Your Sums Insured are high enough to cover the property to be insured (see "Sum insured conditions" on page 19 for the Contents section and page 27 for the Buildings section)
  - take reasonable care of Your property (see "Your Duty to prevent loss or damage" on page 9).
- It is Your responsibility when making a claim, to prove that a loss has occurred which is covered under this policy of insurance. Please refer to General Conditions on page 9.

# How To Use Your Policy

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

## What cover do I have?

Your policy is divided into sections which can be selected or deselected by You. To find which sections apply, please check Your Schedule of Insurance. We recommend that you read this document for full details of cover including the limits that apply. If You have any queries, including if You wish to add or remove sections, please contact us on the number shown above.

## Important

Our Essentials Home Insurance policy has been designed to provide only the key elements of cover that protect Your home. To make sure that it will provide You with the protection that You need You should refer to this policy booklet. It is Your responsibility to ensure that this cover fully meets Your insurance needs.

You should take time to read and understand the extent of cover that this policy represents and You must make sure that the amount You insure represents the full value of Your buildings and contents.

## **This product is suitable for those customers that require a basic level of cover only and do not wish to pay for additional covers.**

As a quick check We have provided a summary of the covers provided on our other products which are not included within the Essentials Home Insurance policy:

- Trace and accessing damaged pipework
- Theft of money
- Selling your home cover
- Theft from unattended vehicles
- Personal Belongings
- Away from Home cover
- Cover for child at University
- Emergency Access
- Accidental Damage (this policy offers basic accidental damage cover for damage to fixed glass, sanitary fixtures, cables and underground services only).

## What amounts should I insure?

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

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

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

The amount that You have insured for will be shown on the Policy Schedule. Please contact us any time if You do not think that You currently have the right amount of insurance cover.

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

## Premium Collection

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

On or shortly after the first working day of each calendar month Your Premium and Policy Administration Fee for one month's period of cover will be charged direct to Your bank account. You must make sure that there are sufficient funds in Your bank account on the first working day of each month to meet Your Premium and Policy Administration Fee

If the Premium and Policy Administration Fee is not paid for any reason, You will receive a letter from Select & Protect requesting payment to enable the insurance to continue. If payment is not received within 7 days cover will cease from the end of the last month of cover for which the Premium and Policy Administration Fee was received.

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

## Complaints Procedure

### Our Promise of Service

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

### What will happen if you complain?

We will acknowledge Your complaint within 2 working days and aim to resolve it as quickly as possible.

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

### What to do if You have a complaint

If You are unhappy with any aspect of the handling of Your insurance, We would encourage You to contact Select & Protect at:

Select & Protect, PO Box  
5730, Southend-on-Sea,  
SS122T

Email: [customer.service@select-protect.co.uk](mailto:customer.service@select-protect.co.uk)

Telephone: 0345 345 6800

If you are unhappy with the outcome of your complaint, please contact:

Financial Ombudsman Service.

Exchange Tower  
London, E14 9SR

Telephone 0800 023 4567 (free from landlines) or  
0300 123 9 123 (free from most mobile phones)

**Whilst We are bound by the decision of the Financial Ombudsman Service, You are not.**

Following the complaints procedure does not affect Your right to take legal action.

### Telephone Call Recording

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

## General Information

### Insurer

This insurance is underwritten by the Insurer(s) shown in Your Schedule of Insurance.

### Choice of Law

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

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

### Use of Language

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

### Financial Services Compensation Scheme

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

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

### Customers with Disabilities

This policy and other associated documents are also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact: Select & Protect, PO Box 5730, Southend-on-Sea, SS1 2ZT or telephone us on: 0345 345 6800.

## Data Protection: Information Uses

Select & Protect is the Brand name of your Select & Protect Essentials Home Insurance Policy. Your Select & Protect Essentials Home Insurance is administered by a company called Hood Group Limited.

In this privacy policy, 'we' 'us' and 'our' refers to Hood Group Limited and its subsidiaries unless otherwise stated. It sets out how Hood Group Limited uses your personal data.

### Who We Are

At Select & Protect we respect your privacy and are committed to protecting the confidentiality of your personal data. We collect and process your personal data in line with all relevant Data Protection legislation.

Under such legislation, the Data Controllers of your personal data are:

- Hood Group Limited, trading as Select & Protect ("Select & Protect")

Select & Protect Insurance is administered by Hood Group Limited. Hood Group Limited administers all aspects of your Residential Insurance Policy except for those provided by the Insurer. When you provide information to us, you are giving your information to Hood Group Ltd and its subsidiary companies. If you want to know more about Hood Group Limited, please see:

<http://www.hoodgroup.co.uk/>

- Your Insurance Intermediary

Your insurance broker or Adviser (or in some cases Introducer) arranges your Select & Protect Essentials Home Insurance policy and provides Hood Group Limited with all

your personal information you have provided to them as part of your application process.

- The Insurer shown on your Insurance Policy Schedule (see below)

The Insurer underwrites your Residential Insurance Policy and handles any claims.

Select & Protect work with a panel of Insurers, and your Insurance Intermediary will help you select the best insurer from this panel for your specific needs.

The panel of Insurers for Select & Protect Essentials Home Insurance are:

- Ageas Insurance Limited ("Ageas")

If Ageas is the insurer named on your policy schedule and you would like to find more about how Ageas will use your personal data, please read the Ageas privacy policy at:

<https://www.ageas.co.uk/privacy-policy/>

- AVIVA Insurance Limited ("AVIVA")

If AVIVA is the insurer named on your policy schedule and you would like to find more about how AVIVA will use your personal data, please see the AVIVA privacy policy at:

<https://www.aviva.co.uk/legal/privacy-policy.html>

This Select & Protect Privacy Policy may be updated from time to time to reflect developments in Data Protection legislation.

### How We Use Your Information

The personal data you or your insurance Intermediary provide to Hood Group Limited will only be used for the purpose for which it was collected. The legal basis for this processing your personal data is to provide you with a contract or service, as a legitimate interest of our business or where appropriate, with your express consent.

We use your personal data for the purposes of providing  
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you with insurance, which includes:

- Assessing financial and Insurance risks
- Handling claims
- Offering you renewal of your policy
- Research or statistical purposes
- Developing and testing product and services
- Providing you with information, products or services that you request from us
- Safeguarding against fraud and money laundering
- Meeting our general legal or regulatory obligations
- Any other related purpose

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall inform you of this.

## What Information We Collect and How

We will collect names, addresses and other contact details provided by you when you contact us with a question, to obtain a quotation for one of our products or to provide you with your insurance policy. We will also collect information we need to identify you, financial information and other relevant information required to set up and administer your insurance policy.

We may also collect personal data about other individuals to be named on the insurance policy. Before you provide us with any personal data about a third party you must obtain consent from the individual(s) concerned and ensure to keep them advised about how their personal data will be processed.

When you contact us online or by phone, we may collect your electronic information identifier, for example your Internet Protocol (IP) address or telephone number supplied by your service provider. For your protection, all calls to customer service are recorded.

## Sensitive Information

Some of the information we ask you for may be more sensitive in nature. We will not use such sensitive personal data about you except for the specific purpose for which you provide it.

## Who We Share Your Information With

We share your information with your Intermediary and the insurer named on your policy schedule in providing you with your Select & Protect Essentials Home insurance policy. We do not disclose your information to anyone outside Hood Group Limited except where we have your express permission; or where we are required or permitted to do so by law; or fraud prevention agencies and other companies that provide a service to us.

These include our group companies, brokers, agents, third party administrators, underwriters, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

All personal data is treated with the utmost confidentiality and with appropriate levels of security. In some circumstances, we may transfer your personal data outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with all Data Protection legislation.

## Credit Reference Agency

Your data will be provided to LexisNexis Risk Solutions to carry out a credit check with a credit reference agency in order to provide you with a tailored quote

suited to your needs. This will leave a soft footprint on your credit file, which only you can see and so will not have a negative effect on your credit score. The search will be made using full electoral roll, public information and previous search records and a record of the search will be retained by the credit reference agency. The search will be recorded on your credit report in the name of LexisNexis Risk Solutions.

## Fraud Prevention Agencies

If we identify or suspect fraud as a result of false or inaccurate information you have provided, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when Checking details on applications for credit and credit related or other facilities; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees.

## Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) managed by LexisNexis Risk Solutions. Under the conditions of your policy, you may be required to tell us about any incident (e.g. accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

## Automated Decision Making

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us to decide whether to offer the insurance and determine prices.

An example is when you buy a Residential insurance product, we may accept or reject a potential policyholder for cover

based on their age. We do not offer insurance for customers above a certain age in the UK. If accepted, the automated calculation of a person's age may be used to calculate the premium payable.

If you have any concerns regarding the decision reached, please let us know at the contact details set out below and we will arrange for a person to check the accuracy of the result.

## Your Rights

You have the right to ask us not to process your personal data for marketing purposes at any time, to request a copy of the personal data we hold about you, to have your personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to challenge any automated decision making (under certain circumstances) or to ask us to provide a copy of your data to any controller. You also have the right to make a complaint with the Information Commissioners Office. These rights apply whether we hold your personal data on paper or in electronic format.

## How To Contact Us

If you would like any further information about how we process your personal data or your rights please contact:

Data Protection Officer,  
Hood Group Limited  
1st Floor Maitland House  
Warrior Square  
Southend on Sea  
Essex  
SS1 2JY

You may also email us at [dpo@hoodgroup.co.uk](mailto:dpo@hoodgroup.co.uk)

## Claims Procedure

From 1st December 2015, your insurance underwriter will be handling all new claims. Please refer to your Schedule of Insurance for this information and call them directly.

Ageas 0370 241 2719  
(24 hours a day, 365 days a year)

Aviva 0800 012 345  
(24 hours a day, 365 days a year)

It is your responsibility to prove a loss has occurred and we therefore recommend that you keep receipts, valuations, photographs, video, instruction booklets and other items which may help you prove ownership.

## Guaranteed Repairs

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

## Administration Charge

Select & Protect reserve the right to apply an administration charge of up to £25 of the refund (subject to insurance premium tax where applicable) for any adjustments You make to Your policy.

## Definitions

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

## Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

## Bedroom

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

## British Isles

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

## Buildings

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

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

## Contents

Household items and personal belongings:

- that You own
- that You are legally responsible for; or

The definition of Contents does not include:

- Personal Money
- property insured by any other insurance policy
- securities (stocks and shares) and documents of any kind, other than formal identification documents such as driving licences and passports. Our liability in respect of these documents is limited to the official fee associated with replacement.
- Motorised Vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and dedicated accessories of any of these
- any part of the structure of Your Home including ceilings, wallpaper and the like
- items used for business or professional purposes other than Homeworking Equipment; or
- any living creature.

## Excess

The amount You will have to pay towards each separate claim. If You claim on more than one section for a single incident, only one Excess will apply.

Where a policy limit applies, and Your claim under that section exceeds this limit (such as the £1,000 limit for Valuable single item within the Contents section), the Excess will be applied first, followed by the limit.

## Home

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

## Business Equipment

Office furniture and office equipment, including computers, printers, typewriters, photocopiers and answerphones all used (completely or in part) for business or professional purposes.

## Motorised Vehicle

Any electrically or mechanically powered vehicle other than:

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

## Personal Money

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

## Policy Administration Fee

The amount charged and retained by Select & Protect for the services provided to You in setting up and administering the policy. The Policy Administration Fee is identified separately on Your Policy Schedule and is not subject to Insurance Premium Tax (IPT).

## Premium

The amount paid by You for Your insurance cover which when added to the Policy Administration Fee determines the total monthly cost of Your policy. The Premium is subject to Insurance Premium Tax (IPT) as shown on your Policy Schedule, and is collected by Select & Protect as Our agent.

## Road Traffic Acts

Any Acts, Laws or Regulations which govern the driving or use of any motor vehicle in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## Schedule Of Insurance

The document We sent You:

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

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

## Select & Protect

Select & Protect PO Box 5730, Southend-on-Sea, SS1 2ZT Tel: 0345 345 6800 (the arrangers of and administrators)

## Sum Insured

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

## Unoccupied

Not lived in by You, or by anyone who has Your permission, for more than 30 days in a row or does not contain enough furniture for normal living purposes.

## Valuables

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

- Valuables are covered up to a maximum of £3,000
- The single article limit is £1,000.

## We, Our, Us

The Insurer shown in Your Schedule of Insurance.

## You, Your

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

# General Conditions

The following conditions apply to this contract of insurance:

### 1 Information We need to know about

You must take reasonable care to provide complete and accurate answers to the questions We ask when You take out and make changes to Your policy.

If the information provided by You is not complete and accurate:

- We may cancel Your policy and refuse to pay any claim; or
- We may not pay any claim in full; or
- We may revise the Premium and/or change any Excess; or
- the extent of the cover may be affected.

### 2 Your duty to prevent loss or damage

- You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- All property insured by this policy must be maintained in good condition. Your policy is intended to cover you against unforeseen events like fire or theft and it does not cover wear and tear or damage which happens gradually over a period of time. It is your responsibility to look after and regularly maintain your property. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.

### 3 Your policy

Your policy includes:

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

### 4 Claims

Your duties:

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

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

Proof of value and ownership:

It is Your responsibility when making a claim, to prove that a loss has occurred which is covered under this policy of insurance. Keeping receipts, valuations, photographs, instruction booklets and guarantee cards may help You substantiate ownership of an item as part of Your claim.

Our rights:

We may:

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

- prosecute (in Your name for Our own benefit) any claim for indemnity or damages otherwise.

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

Limit:

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

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

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

## 5 Fraud

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

## 6 Other insurance

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

## 7 Cancellation

Following the expiry of Your 14 day statutory cooling off period (see page 2 'Changing Your Mind' for details), You may cancel this policy at the end of any month of cover by contacting Select & Protect either by post or by telephone on 0345 345 6800. Select & Protect will need to receive Your written or verbal instructions to cancel at least 7 days prior to the last day of the month of cover. Cancellation of Your policy may be subject to a £25 administration fee charged by Select & Protect.

We, or any agent We appoint and who acts with Our specific authority may cancel the policy at the end of any month of cover by giving You 30 days' written notice to Your last known address. Please refer to 'Premium Collection' on page 4.

## 8 Index linking of Sums Insured

The Sum Insured under the Contents Sections may be increased at the end of each month if the General Index of Retail Prices or other suitable index increases for Contents.

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

## 9 Assignment and surrender value

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

## 10 Contracts (Rights of Third Parties) Act 1999

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

## 11 Amending the terms and conditions

We may amend the terms and conditions of this insurance:

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

# General Exclusions

We do not cover:

- 1 any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event:
  - pressure waves caused by aircraft or similar craft travelling at sonic or supersonic speeds
  - radiation or the effects of radiation (including contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel) or the other hazardous effects of any explosive nuclear assembly (or its components)
  - nationalisation, confiscation, requisition or destruction of Your property by the order of a government or statutory power.

2 any loss in value in Your property as a result of loss or damage covered under this policy.

3 any loss, damage, liability or injury which is covered under any other insurance. This does not include any Excess which may be covered under the other insurance if You had not taken out this insurance cover.

4 any loss of or damage to property or liability or injury from the pollution or contamination of any land if the pollution or contamination:

- happens before the start of Your period of insurance, or
- was the result of a deliberate act, or
- was expected and not the result of a sudden, unforeseen event.

5 War

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

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

Terrorism

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

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

- (a) the use or threat of force and/or violence; and/or
- (b) harm or damage to life or to property (or the threat of such harm or damage)

including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

Other Actions

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

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

6 any loss of, or damage to, or the cost of replacing any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.

7 any loss or damage only discovered at the time of an inventory.

8 any loss or damage suffered as a result of deception, other than when the deception is used to gain access to the Home.

9 Deliberate Acts

Any loss or damage deliberately caused by You, or Your family, or by any other person lawfully in Your Home.

# Section 1 – Contents

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

## What is Covered

### Contents in the Home

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

1 (a) Fire, explosion, lightning or earthquake  
(b) Smoke.

2 (a) Riot, civil unrest, strikes and labour or political disturbances

(b) Malicious acts.

3 Storm or flood.

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

5 Oil leaking from a fixed heating system.

## What is NOT covered

(See also General Exclusions on page 9)

Any Excess shown in Your Schedule of Insurance, apart from Occupier's and Personal liability sections where there is no Excess.

Property insured by any other policy.

Personal Money.

Any amount greater than:

- £2,000 for a Contents single item
- £1,000 for a Valuable single item
- £3,000 in total for Valuables
- £250 for any single pedal cycle
- £500 in total for pedal cycles

Under 1 (b) We will not cover loss or damage that happens gradually.

Under 2 (a) and (b) We will not cover loss or damage to the contents of freezers or fridges caused by a powercut due to a deliberate act, or to strikes by the company (or its employees) supplying Your power.

Under 2 (b) We will not cover loss or damage:

- caused by paying guests, tenants or You
- that happens after the Home has been left Unoccupied.

We will not cover loss or damage that happens gradually

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

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

# Section 1 – Contents

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

What is Covered	What is NOT covered
6 Subsidence or heave of the land that the Buildings stand on, or landslip.	Damage caused by riverbank and coastal erosion.  Damage caused by faulty materials, design or poor workmanship.
7 Theft or attempted theft.	Loss or damage that happens after the Home has been left Unoccupied.  Theft by deception, unless deception is used only to get into the home Theft: <ul style="list-style-type: none"><li>• if You live in a self-contained flat and the theft is from any part of the Building that other people have access to; or</li><li>• if You live in a non-self-contained flat, unless someone has broken into or out of the Building by using force and violence or has got into the Building by deception.</li></ul> Theft from communal garages or outbuildings, unless someone has broken into or out of the communal garage or outbuilding by using force or violence.  Loss or damage caused by: <ul style="list-style-type: none"><li>• You; or</li><li>• paying guests or tenants.</li></ul> We will not pay more than £500 for any one incident of theft from outbuildings (other than garages).
8 Being hit by:  (a) aircraft or other flying objects, or anything falling from them; or  (b) vehicles or animals.	(b) Loss or damage caused by domestic animals.
9 Falling radio and television aerials and dishes, and their fittings and masts.	
10 Damage caused by falling trees or branches.	

# Section 1 – Contents

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

## What is Covered

### Contents temporarily removed from the Home

Loss of or damage to Contents by any of the causes listed under Contents in the Home while temporarily removed from Your Home to:

- (a) any bank or safe deposit, or any private Home or building where You are living (including while attending full-time education), employed or working in the British Isles; or
- (b) anywhere else in the British Isles.

## What is NOT covered

We will not pay more than £750 for any one incident.

Under (a) and (b) We will not cover:

- more than £2,500 for loss or damage to Contents in garages and outbuildings
- loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in.

Under (b) We will not cover:

- loss or damage to Contents that are not in the building
- loss or damage if Contents have been removed for sale or exhibition or placed in a furniture depository.

# Section 1 – Contents

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

## What is Covered

### Credit and Debit cards

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

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

### Glass and mirrors

Accidental Damage to mirrors, glass tops and fixed glass in furniture, cookers and ceramic hobs in the house or flat.

### Contents in the open

Loss of or damage to Contents by any of the causes listed under Contents in the Home happening on land belonging to the Home and not in a building.

### Replacement locks

If keys to the locks of:

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

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

## What is NOT covered

We will not cover:

- loss caused by mistakes
- losses not reported to the police
- losses of credit and debit cards not reported to the card issuing within 24 hours of discovering the loss
- any business credit/debit cards.

We will not pay more than £150 for any one incident.

We will not pay more than £250 for any one incident.

We will not cover:

- loss or damage that happens after the Home has been left Unoccupied
- loss or damage to pedal cycles.

We will not pay more than £250 for any one incident.

# Section 1 – Contents

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

## What is Covered

### Food in freezers

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

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

### Digital Information cover

Accidental loss of or damage to legally downloaded digital information or music that You cannot recover by any other means.

### Alternative accommodation

If Your house or flat is damaged by any cause listed under Contents in the Home and, as a result, it cannot be lived in, We will pay any reasonable extra accommodation expenses until Your house or flat is ready to be lived in.

### Household removals

Loss of or damage to Contents while being moved by professional furniture removers from Your Home to Your new permanent Home (including temporary storage in a furniture depository for up to seven days in a row) in the British Isles.

### Religious festivals

We will increase the Sum Insured under the Contents section by 10% of the Contents Sum Insured during any month in which You celebrate a religious festival to cover gifts and food bought for the occasion.

## What is NOT covered

We will not pay more than £250 for any one incident.

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

We will not pay more than £150 for any one incident.

Loss or damage caused by computer viruses.

Loss or damage caused by anything You have downloaded illegally or from illegal websites.

We will not pay more than 15% of the Contents Sum Insured for any one incident.

Coins, jewellery, furs, items of gold or platinum, precious stones, securities (bonds and share certificates), stamps, deeds or documents of any kind.

# Section 1 – Contents

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

## What is Covered

### Wedding gifts

We will increase the Sum Insured under the Contents section by 10% of the Contents Sum Insured during the 30 days before and 30 days after Your wedding day to cover wedding gifts.

### Business Equipment

We will provide cover for loss or damage to Business Equipment in the Home by the causes listed under Contents in the Home sections numbered 1 - 10 up to £3,000.

### Occupier's and Personal liability

(see Important Note at the end of Section 1 – Contents)

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

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

happening during the period of insurance in:

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

and arising:

- as occupier (not as owner) of the Home and its land
- in a personal capacity (not as occupier or owner of any building or land)

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

## What is NOT covered

We will not pay more than £1,500 per item

We will not cover:

- damage caused by wear and tear or anything which happens gradually
- damage caused by the process of cleaning, washing, repairing or restoring any item
- loss in value
- failure to use in line with the manufacturer's instructions
- damage caused by chewing, scratching, tearing or fouling by domestic animals.

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

Liability in connection with the following:

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

# Section 1 – Contents

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

## What is Covered

### Tenant's liability

We will provide cover up to £2,000 if You are legally responsible as a tenant for the following:

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

### Title deeds

We will pay the cost of preparing new title deeds to Your Home if they are lost or damaged by any of the causes listed under the Contents In the Home.

## What is NOT covered

- (k) any trade, business or profession
- (l) loss of or damage to property which belongs to You or is in Your care or control
- (m) bodily injury or illness to You.

Any claim involving domestic employees.

Loss or damage excluded in Contents In The Home.

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

Loss or damage caused by building work which involves alterations, renovations, extensions or repairs.

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

We will not pay more than £250.

# Section 1 – Contents

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

## General Conditions relating to Section 1 - Contents

### Sum Insured condition

You must ensure that at all times, the Sum Insured is adequate to cover the full cost of replacing Your Contents 'as new'

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

### Settling Contents claims

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

A deduction for wear and tear will apply for:

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

### What We will pay

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

### For Valuables:

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

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

### Pairs, sets and suites

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

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

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

# Section 1 – Contents

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

## Important note

If You are the owner but not the occupier of the Home insured by this policy:

Accidents that happen in the Buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on land) rather than the owner. If You are the owner but not the occupier of the Building, please remember that Occupier's and Personal liability does not cover Your legal liability as the owner of the Home and its land. To protect yourself, You will need to arrange buildings insurance which provides Your Liability to the public cover.

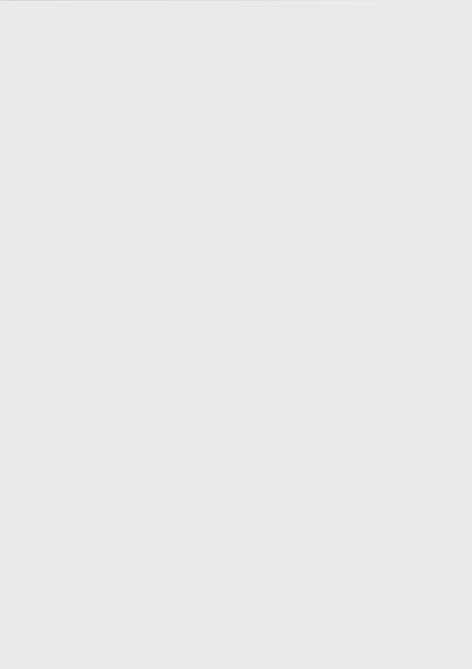
## Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirement in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance, please see the Office of Public Sector Information website ([opsi.co.uk](http://opsi.co.uk)) or contact the Citizens Advice Bureau.

# Section 2 – Buildings

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

## What is Covered



### The Buildings

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

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

3 Storm or flood.

## What is NOT covered

(See also General Exclusions on page 10)

Any Excess shown in Your Schedule of Insurance and the additional excesses stated below:

- additional excess of £1,000 or as shown in the Schedule of Insurance, whichever is the greater) for subsidence, heave and landslip under the Building Section
- additional excess of £100 for Accidental Damage under the Buildings and Contents sections
- additional excess of £500 for Escape of Water claims under the Buildings and Contents sections.

Your policy does not cover wear and tear. Please refer to Page 3 "Useful and important information about Your insurance" for more information.

No Excess applies to 'Your liability' to the public section.

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

Under 1 (b) we will not cover loss or damage that happens gradually

Under 2 (b) we will not cover loss or damage:

- caused by paying guests, tenants, or You;
- that happens after the Home has been left Unoccupied

Loss or damage by frost.

Loss of or damage to fences, gates and hedges.

# Section 2 – Buildings

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

## What is Covered

4 (a) Water escaping from water tanks, pipes, equipment or fixed heating systems

(b) Water freezing in tanks, equipment or pipes

5 Fuel leaking from a fixed heating system.

6 Subsidence or heave of the land that the Buildings stand on, or landslip.

## What is NOT covered

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

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

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

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

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

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

Damage if You knew when this policy started that any part of the Buildings had already been damaged by subsidence, heave or landslip, unless You told Us about this and We accepted it.

Damage caused by riverbank or coastal erosion

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

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

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

Damage caused by faulty materials, design or poor workmanship.

# Section 2 – Buildings

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

## What is Covered

7 Theft or attempted theft.

8 Being hit by:

- (a) aircraft or other flying objects, or anything falling from them; or
- (b) vehicles or animals.

9 Falling radio and television aerials and dishes, and their fittings and masts.

10 Damage caused by falling trees or branches.

If We accept a claim for damage to Buildings by falling trees, We will also pay reasonable costs You have to pay for removing from site:

- (a) the fallen part of the tree, or
- (b) the tree if it has been totally or partly uprooted.

## What is NOT covered

Loss or damage caused by:

- You, or
- paying guests or tenants.

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

Under 8 (b) we will not cover loss or damage caused by domestic animals.

Costs You have to pay for:

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

# Section 2 – Buildings

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

## What is Covered

### Other expenses

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

- (a) Architects' and surveyors' fees necessary for restoring the Buildings.  
The amounts We pay for these fees must not be higher than that authorised by the relevant professional institute.
- (b) The necessary cost of removing debris and demolishing or supporting the damaged parts of the Buildings, which We have agreed to pay.
- (c) The cost of meeting building regulations or municipal or local authority bye-laws.

### Replacement Locks

If keys to the locks of:

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

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

### Loss of rent and the cost of alternative accommodation

If the house or flat is damaged by any cause listed under The Buildings sections numbered 1 to 10 and, as a result, it cannot be lived in, We will pay any ground rent You still have to pay, for up to two years.

We will also pay for:

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

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

## What is NOT covered

Under (a) Fees for preparing any claim.

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

We will not pay more than £250 for any one incident.

We will not pay more than £12,500 of the Buildings Sum Insured for any one incident.

# Section 2 – Buildings

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

## What is Covered

### Damages to services

Accidental Damage to:

- (a) cables and underground pipes which provide services to or from the Buildings; and
- (b) septic tanks and drain inspection covers

that You are legally responsible for.

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

### Fixed glass and sanitary fittings

The accidental breaking of fixed glass and sanitary fittings, which form part of the Buildings (including glass in solar panel units, fixed baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns).

### Your liability to the public

(see Important Note at the end of section 2 Buildings)

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

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

happening during the period of insurance and arising:

- (a) from You owning the Buildings; or

under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, for any Home You previously owned and occupied or leased and occupied.

## What is NOT covered

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

Breakage that happens after the house or flat has been left Unoccupied.

Liability in connection with:

- You occupying the building and its land;
- any accidental bodily injury or illness to any domestic employee if the injury or illness happens as a result of or in the course of their employment
- loss of or damage to property which belongs to You or is in Your care
- any Motorised Vehicle

under any agreement, unless You would have been liable without the agreement.

- Your trade, business or profession; or
- under (b), if it is covered by other insurance.

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

# Section 2 – Buildings

## What is Covered

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

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

## What is NOT covered

## Section 2 – Buildings

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

### General Conditions relating to Section 3 - Buildings

#### Sum Insured condition

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

#### Settling Buildings claims

We can choose to settle Your claim by replacing, reinstating, repairing or by payment. If We are able to replace property, any replacement will be on a like for like basis or based on the nearest equivalent available in the current market and payment will be limited to the cost of replacement by our preferred supplier.

#### What We will pay

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

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

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

#### Pairs, sets and suites

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

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

# Section 2 – Buildings

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

## Important note

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

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

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

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

### Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises.

Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information website ([opsi.gov.uk](http://opsi.gov.uk)) or contact the Citizens Advice Bureau.



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