



LETTINGS

policy wording

Important Notice

Many claims disputes arise from not reading the policy wording or not understanding the terms of the policy. We would, therefore, urge you to read this policy to ensure that it meets with your requirements and to telephone us immediately if you have any queries. Please take particular note of any conditions listed on the schedule and ensure that they are complied with.

INTRODUCTION

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

CHANGING YOUR MIND

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

If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

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

To exercise **your** right to cancel **your** policy, please contact The Select and Protect Program Ltd, 6th Floor, Maitland House, Warrior Square, Southend-on-Sea, SS1 2AA.

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.

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 a number of different sections. To find which sections apply to **you**, please check **your schedule of insurance**. This also tells **you** what limits apply to **your** cover.

WHAT AMOUNTS SHOULD I INSURE?

It is up to **you** to decide what amounts **you** insure. If **you** would like help on this, please contact **Select & Protect**. **You** must declare the full value of property insured. Failure to do so may invalidate **your** policy or reduce claims settlements. **We** will review **your** policy on an annual basis and increase the sums insured to account for inflation and **you** will receive details of this in writing. However, **you** can change the amount that **you** have insured at any time and should do so if **you** do not think that **you** currently have the right amount of insurance cover.

WHAT DO I NEED TO DO IF MY CIRCUMSTANCES CHANGE?

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

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IMPORTANT NOTICES

(1) PREMIUM COLLECTION

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

On or shortly after the first working day of each month Your premium for one month's cover will be charged direct to Your bank account. The first debit of Your premium will be on or after the start date of your policy and will be as shown on the policy schedule. You must make sure that there are sufficient funds in Your bank account at that time to meet Your premium.

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

If three consecutive direct debits are unpaid, We will cancel the policy.

If **you** change **your** bank details **you** must let **Select & Protect** know immediately so that they may amend their records.

(2) COMPLAINTS PROCEDURE

(see section 3 for the complaints procedure for that section).

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 of receipt
- Once an assessment and full investigation of your concern has been made, we will respond with a decision

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 and give you an expected date of response. This will not be beyond 10 working days from when you first made your complaint.

If you remain unhappy with the decision you receive you may write to the Chief Executive. If you are dissatisfied with our final decision, you may be able to refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider your complaint if you have given us the opportunity to resolve it and you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, we do not resolve your complaint within 40 working days, the FOS will accept a direct referral.

Whilst we are bound by the decision of the FOS, you are not. Following the complaint procedure does not affect your right to take legal action.

What should I do?

The steps you should take if dissatisfied

Step 1 Seek resolution by Select and Protect

If you are disappointed with any aspect of the handling of your insurance we would encourage you, in the first instance, to contact Select and Protect

Address: Select and Protect, 6th Floor, Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2AA.

Telephone: 0845 3456 800

Fax: 0845 3456 801

Email: customer.service@select-protect.co.uk

Step 2 Refer your complaint to Norwich Union's Chief Executive

If you remain unhappy with the decision you receive, please write with full details including Policy number and/or claim number, to:

The Chief Executive
Norwich Union Insurance
Surrey Street
Norwich
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer your complaint to the Financial Ombudsman Service

If after making a complaint to us you are still unhappy and you feel the matter has not been resolved to your satisfaction please contact the FOS at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800

Please note that the Ombudsman will only consider your complaint if you have already given us the opportunity to resolve it.

(3) CHOICE OF LAW

(see section 3 for Choice of Law for that section)

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 principal 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.

(4) THE 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.

For compulsory classes of cover e.g. Employers Liability you would be covered in full for any claim; for any other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

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

(5) RECORDING OF CALLS

All calls may be recorded for security and training purposes.

(6) USE OF LANGUAGE

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

(7) CUSTOMERS WITH DISABILITIES

This policy and other associated documentation is also available in large print, audio and Braille. If you require any of these formats please contact in the first instance, Select and Protect, 6th Floor, Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2AA. Telephone: 0845 3456 800.

CLAIMS PROCEDURE

(see section 3 for the claims procedure for that section)

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

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

If **you** need to make a claim, the following procedure should help guide **you** through the process. First read the schedule of insurance and policy wording to check **you** are covered, then:

1. Contact **Select & Protect** by telephone on 0845 3456 800 to report the claim. They will advise **you** whether a claim form needs to be completed and how they will progress **your** claim.
2. If **you** are required to complete a claim form, please send it to **Select & Protect** fully completed as soon as practically possible. Please send all details and documents that **we** request.
3. If **you** receive any letter of claim or claim form (writ or summons) in connection with **Buildings** section paragraph (f) and **you** want to make a claim under paragraph, please do not answer it but send it to **Select & Protect** immediately by recorded delivery.
4. At **our** option, if the **buildings/contents** are in a good state of repair or decoration, **we** will either:
 - pay **you** the amount of **your** claim (less any **excess** and up to any limits which may apply), or
 - repair, replace or reinstate the **buildings/contents** as new.
5. **We** will only choose to repair, replace or reinstate the **buildings/contents** if:
 - the work can be carried out in full within a reasonable timescale, and
 - the **sum insured** for **your buildings/contents** will cover the full cost of the necessary work.
6. If **we** make cash payments, this will be for the reasonable cost of repair, replacement or reinstatement at the time of the loss or damage taking into account any discounts **we** would have had if **we** had repaired, replaced or reinstated the **buildings/contents**.
7. **We** retain the right to request reasonable evidence to support any claim made under this insurance cover.
8. **We** will not pay more than the **sum insured** for **buildings/contents** for each complete **buildings/contents** claim **you** make.

MEANING OF WORDS

(See section 3 for additional definitions applying to that section only)

Wherever the following words appear in bold in this policy and **your schedule of insurance**, they have the following meanings:

buildings

Your home including:

- decorations inside;
- fixtures and fittings;
- lifts;
- domestic fixed fuel tanks;
- swimming pools;
- underground service pipes and cables, sewers and drains;
- terraces, patios, hard tennis courts, driveways, footpaths;
- walls, gates, hedges and fences;
- radio and television aerials, satellite dishes, their fittings and masts;

all at the address shown in the **schedule of insurance** and which belong to **you** or for which **you** are legally responsible.

We do not include within the **buildings**:

1. any plant or tree, other than hedges;
2. land or water.

contents	Landlord's contents up to 7.5% of the building sum insured specified in your schedule of insurance . This only includes, carpets, curtains, wardrobes, beds, tables and chairs.
excess	The amount for which you are responsible in respect of any loss, damage or claim.
family	Any partner, spouse, children, grandchildren, stepchildren, parents, grandparents or other close blood relatives of the person(s) named as the insured in the schedule of insurance permanently residing at your home .
home	The house or flat, greenhouses, domestic outbuildings and garages at the address shown in your schedule of insurance .
Schedule of insurance	The document we sent you : <ol style="list-style-type: none"> 1. when we accepted this insurance; or 2. 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 amounts insured, and the sections of this insurance which apply to you.
Select & Protect	The Select & Protect Program Limited , 6th Floor, Maitland House, Warrior Square, Southend-on-Sea SS1 2AA Tel: 0845 3456 800 <i>(the arrangers and administrators).</i> <i>Authorised and regulated by the Financial Services Authority</i>
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 .
UK/Geographical Area	United Kingdom, Isle of Man and Channel Islands.
unoccupied	Unoccupied for at least 60 days (one day after another) and not normally lived in by a tenant or inadequately furnished for normal living purposes.
us/we/ours	Unless otherwise stated: Norwich Union Insurance Limited, Registered in England No 99122. Registered Office: 8 Surrey Street, Norwich, NR1 3NG. An Aviva company. Authorised and regulated by the Financial Services Authority.
you/your	The person(s) named as the insured in the schedule of insurance .

GENERAL CONDITIONS WHICH APPLY TO THE POLICY

(see section 3 for specific conditions applying to that section)

The following conditions apply to this contract of insurance:

- (1) *Precautions*
You must take all reasonable care and action to prevent accidents, loss, damage or any other liability happening under this policy. If **we** believe **you** have not taken reasonable care of **your** property, **we** may not pay **your** claim. **You** must maintain the property **you** insure under this policy in good condition and state of repair.
- (2) *Other Insurance*
We will not cover any liability under this policy if **you** are covered for that liability under any other insurance policy. However, if **your** other insurance specifically excludes the liability, **we** will pay a pro rata proportion of the claim **you** have insured under this policy. This is known as calculating a claim on an "Independent Liability" basis.
- (3) *Cancellation*
You may cancel this policy at the end of any month, without penalty, by writing to **Select & Protect** or telephoning **Select & Protect** on 0845 3456 800. **Select & Protect** will need

to receive **your** written or verbal instructions to cancel at least 7 days prior to the last day of the month. Any refunded premiums may be subject to an administration fee of 10%.

We may cancel the policy at any time by giving **you** 30 days' written notice to **your** last known address. Please also refer to IMPORTANT NOTICES, (1) PREMIUM COLLECTION.

(4) **Sums Insured after a Claim**

The limits of **sums insured** shown on **your schedule of insurance** will not be reduced by any claim.

(5) **Fraud**

If **you** are (or a person acting on **your** behalf is) fraudulent in any way whatsoever when **you** take out this insurance, **we** will cancel **your** cover under this policy from the start of **your** period of insurance. **We** will give **you** a full refund of any premium **you** have paid (less any expenses or costs **we** reasonably have incurred) provided **we** have not paid **you** for any claims.

If a fraudulent claim is made under this insurance, **we** will cancel **your** cover from the date of the fraudulent claim. **We** may not make a refund of premium in these circumstances.

(6) **Index Linking of Sums Insured**

The **sums insured** under the **buildings and contents**, may be increased at the end of each month if the:

- Building Housing Cost Index produced by the Royal Institute of Chartered Surveyors or other suitable index increases, for **buildings**, and
- Durable Household Goods section of 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** premiums will be adjusted annually on the anniversary date.

(7) **Full Value**

The amounts **you** have selected for each section as the **sums insured** must at all times represent the full replacement cost of relevant property covered. If this changes, **you** must tell **us** immediately. If **you** fail to maintain an adequate **sum insured** this may invalidate **your** insurance cover.

(8) **Our Rights**

If **you** make a claim under this policy, **we** may:

- require you to establish to our reasonable satisfaction that loss or damage has been caused during the period of insurance cover, by one or more of the causes for which this policy provides cover
- 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 from further loss or damage,
- take possession of any items or property for which **you** are claiming and deal with any necessary salvage in a reasonable manner. However, **we** will not take responsibility for any property or items for which **you** are claiming if **you** abandon them to **us**, without **our** prior written consent,
- once **we** have paid **your** claim, undertake (in **your** name) the absolute conduct, control and settlement of any legal proceedings. This includes taking proceedings at **our** own expense and for **our** benefit, but in **your** name to recover or secure indemnity from any third party,
- ask **you** for all reasonable information, documents and help so as to consider **your** claim. If **you** do not give **us** promptly when asked or are unable to give **us** the necessary information, documents or help, **we** may not be able to pay **your** claim.

(9) **A Change in Circumstances**

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

- It is a condition of this policy that if any changes in the tenancy and/or those that reside in the **home** occur, **you** must inform **us** immediately.
- (10) *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.
- (11) *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.
- (12) *Holiday Homes*
 If the **home** is used as a holiday **home** all water systems must be drained and the property inspected fortnightly when it is left **unoccupied**.
- (13) *Amending the terms and conditions*
We may amend the terms and conditions of this insurance:
 1. when **you** tell **us** of a change of address.
 2. at any other time provided **we** give **you** at least 30 days' written notice to **your** last known address.

GENERAL EXCLUSIONS WHICH APPLY TO THE POLICY

(see section 3 for specific exclusions applying to that section)

We do not cover:

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

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

- (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 or so claimed in whole or in part for political religious ideological or similar purposes.

This paragraph 6 applies only in respect of the Buildings, Contents and Home Emergency sections of this policy.

- (7) any loss of, or damage to, or the cost of replacing any equipment, integrated circuit, computer chip, computer software or any other computer-related equipment arising directly from its failure to recognise, interpret or process correctly any date as its true calendar date or to continue to function correctly beyond that date.
- (8) Any loss or damage only discovered at the time of an inventory.
- (9) Any loss or damage suffered as a result of deception, other than when the deception is used to gain access to the **home**.

SECTION 1 - BUILDINGS

(This section only applies to you if set out in your schedule of insurance)

What is Covered	What is NOT Covered
<p>We will cover loss or damage to the buildings caused by the following:</p> <ul style="list-style-type: none"> (1) Fire, Lightning, Explosion, Earthquake and Smoke (2) Riot, Civil Commotion, Labour and Political Disturbances and Strikes (3) Malicious Acts or Vandalism (4) Storm or Flood (5) Escape of water or oil from any fixed domestic water or heating system 	<p>Any excess shown in your schedule of insurance.</p> <p>Any amount over that shown as your sum insured in your schedule of insurance.</p> <p>Any loss in value of a damaged item because it is part of a set or suite or following damage to part of a set or suite, or any loss in value of the whole set or suite or undamaged parts of it.</p> <ul style="list-style-type: none"> (1) Loss or damage caused: <ul style="list-style-type: none"> i. by scorching, singeing or melting unless a fire starts ii. gradually over a period of time by one or a series of causes. (2) Loss or damage not reported to us the police within 7 days of it happening. (3) Loss or damage: <ul style="list-style-type: none"> i. while the home is unoccupied ii. caused by you or by your tenants. (4) Loss or damage: <ul style="list-style-type: none"> i. caused by a change in the water table level ii. to swimming pool covers, gates, hedges or fences. (5) Loss or damage: <ul style="list-style-type: none"> i. to the system itself ii. while your home is unoccupied. iii. the first £100 in addition to the excess stated in your schedule of insurance.

BUILDINGS (CONTINUED)

What is Covered	What is NOT Covered
<p>(6) Landslip, subsidence or ground heave of the site on which the buildings stand</p>	<p>(6) Loss or damage resulting from:</p> <ul style="list-style-type: none"> i. building foundations which do not meet building regulations applying when the foundations were laid ii. coastal or river erosion iii. new structures bedding down iv. newly made up ground settling v. normal settlement, shrinkage or expansion <p>demolition, structural alteration or repair.</p> <p>Damage to the solid floor slabs of any of the buildings unless the foundations beneath the external walls of your home are damaged by the same cause at the same time.</p> <p>The first £1,000 of each and every claim.</p> <p>Destruction or damage to your buildings unless your home is also damaged or destroyed by the same cause at the same time.</p> <p>Loss or damage covered under a NHBC Certificate or other similar guarantee.</p>
<p>(7) Theft or attempted theft</p>	<p>(7) Loss or damage:</p> <ul style="list-style-type: none"> i. while the home is unoccupied ii. caused by you or your tenants <p>Unless entry and/or exit is gained by forcible and violent means.</p> <p>Loss or damage not reported to the police within 7 days of it being discovered.</p>
<p>(8) Impact to the buildings which happens from a cause originating outside the buildings</p>	<p>8) Loss or damage arising from repair or renovation of the buildings.</p> <p>Any amount over £500 for the cost of felling, lopping, removing and disposing of a tree(s) unless that tree has caused the loss or damage to the buildings.</p>
<p>(9) Freezing of water in any fixed domestic water or heating system.</p>	<p>(9) Loss or damage which happens to any of the buildings while the home is unoccupied.</p>
<p>(10) Accidental damage.</p>	<p>(10) Damage which is excluded elsewhere in this buildings section.</p> <p>Damage to the buildings caused by:</p> <ul style="list-style-type: none"> i. any living creature owned by you ii. the demolition, structural renovation or repair of any of the buildings iii. faulty workmanship to or defective design of the buildings or the use of defective materials in the buildings iv. deliberate acts by you or your tenants v. the effect of chemicals on your buildings whether the effect is internal or external vi. wear and tear, lack of maintenance, rot, woodworm, wild animals, insects, fungi, corrosion, frost or the effect of light and heat from the sun. <p>Damage to any fixture or fitting which is part of the buildings which has happened as a result of an electrical or mechanical fault, breakdown or failure of that fixture or fitting.</p>

ADDITIONAL COVERS UNDER THIS SECTION

What is Covered	What is NOT Covered
<p>(a) We will cover loss or damage in the buildings following accidental breakage of underground pipes and accidental damage to underground cables for which you are legally responsible leading to and from the home.</p> <p>(b) If you suffer any loss or damage to your buildings which is covered under this buildings section and the home is not habitable (in our reasonable opinion) as a result of this loss or damage, we will pay up to 20% of the sum insured for buildings (set out in your schedule of insurance) stops because the home is not habitable.</p> <p>(c) If you suffer any loss or damage to your buildings which is covered under this buildings section, we will pay up to 15% of the sum insured for buildings (set out in your schedule of insurance) for costs payable by you relating to one or more of the following:</p> <ol style="list-style-type: none"> i. architects, surveyors and other professional fees incurred as a direct result of the loss or damage ii. complying with European, UK and local authority statutory requirements as a direct result of the loss or damage iii. clearing debris, demolition and making the buildings safe following the loss or damage <p>provided that we have given you our prior written consent to these costs.</p> <p>(d) If you agree to sell the buildings, the buyer will have the same cover as you under this buildings section of the policy from exchange of contracts until completion of the sale.</p> <p>(e) If you agree to buy other buildings to replace your existing buildings and we agree to insure your other buildings (either under this or a separate insurance policy for which an additional premium may be charged), we will continue to cover your existing buildings from the date your new cover begins for three months or until completion of contracts (whichever happens first).</p> <p>(f) We will pay up to £2,000,000 for amounts which legally have to pay as damages if:</p> <ol style="list-style-type: none"> i. there is an accidental death, accidental bodily injury or accidental damage to property, and ii. that death, injury or damage happens because either: <ul style="list-style-type: none"> • you own the buildings, or • you previously owned and occupied the buildings and defective work is or was done to the buildings during the period of your ownership which caused that death, injury or damage (s.3 Defective Premises Act 1972). 	<p>(a) Any amount in excess of £5,000.</p> <p>(b) Any amount over 20% of the sum insured for buildings (set out in your schedule of insurance) in respect of each claim. We will not pay for rent and alternative accommodation for more than 24 months.</p> <p>(c) Any fees charged for preparing or furthering a claim under this buildings section.</p> <p>Any amount over the sum insured for buildings (set out in your schedule of insurance).</p> <p>Costs incurred by you which are incurred as an indirect result of the loss or damage to your buildings.</p> <p>Costs for which we have not given you our prior written consent.</p> <p>(f) Any amounts over £2,000,000 for each claim you make (whether for one or more accidental deaths, accidental bodily injuries or accidental damage caused to property). This will include all your costs and expenses (but not any fines penalties) provided they are agreed with us in writing before they are incurred</p> <p>Any claim for accidental death, accidental bodily injury or accidental damage if it happens as a result of:</p> <ol style="list-style-type: none"> i. the use of lifts ii. the use of or ownership of any mechanically or electrically operated vehicles (except domestic garden equipment) iii. any wilful or malicious acts by you or your family

BUILDINGS (CONTINUED)

What is Covered	What is NOT Covered
	<p>iv. the use of the buildings either wholly or partly for your trade, business or occupation other than the letting of this home.</p> <p>Any additional liability you may have because you have entered into an agreement which you have not fulfilled.</p> <p>Accidental death or accidental bodily injury to you or your family or any other family member living with you permanently at the time of the incident resulting in the claim.</p> <p>Accidental death or accidental bodily injury of anyone who works for you as a domestic helper - whether you pay them or not. This includes a gardener, nanny or cleaner (or other type of home help).</p>

SECTION 2 - CONTENTS

(This section only applies to you if set out in your schedule of insurance)

What is Covered	What is NOT Covered
<p>We will cover loss or damage to the contents in the Buildings caused by the following:</p> <p>(1) Fire, Lightning, Explosion, Earthquake and Smoke</p> <p>(2) Riot, Civil Commotion, Labour and Political Disturbances and Strikes</p> <p>(3) Malicious Acts or Vandalism</p> <p>(4) Storm or Flood</p>	<p>Any excess shown in your schedule of insurance.</p> <p>Any loss in value of a damaged item because it is part of a set or suite or following damage to part of a set or suite, or any loss in value of the whole set or suite or undamaged parts of it.</p> <p>Loss or damage to contents in the open.</p> <p>Loss or damage to contents kept in garages and other outbuildings.</p> <p>Any amount greater than 7.5% of the Buildings sum insured shown on your schedule of insurance.</p> <p>Loss of or damage to motor vehicles of any kind, caravans, trailers or waterborne craft and in all these cases any of their parts, equipment and accessories.</p> <p>(1) Loss or damage caused:</p> <ol style="list-style-type: none"> i. by scorching, singeing or melting unless a fire starts ii. gradually over a period of time by one or a series of causes. <p>(2) Loss or damage not reported to us and the police within 7 days of it happening.</p> <p>(3) Loss or damage:</p> <ol style="list-style-type: none"> i. while the home is unoccupied ii. caused by you or your tenants. <p>(4) Loss or damage caused by a change in the water table level.</p>

CONTENTS (CONTINUED)

What is Covered	What is NOT Covered
<p>(5) Freezing and/or escape of water or escape of oil from any fixed domestic water or heating system</p> <p>(6) Landslip, subsidence and/or ground heave of the site on which the buildings stand</p>	<p>Loss or damage caused because the contents were left in the open.</p> <p>(5) Loss or damage:</p> <ol style="list-style-type: none"> to the system itself while your home is unoccupied. the first £100 in addition to the excess stated in your schedule of insurance. <p>(6) Loss or damage resulting from:</p> <ol style="list-style-type: none"> building foundations which do not meet building regulations applying when the foundations were laid coastal or river erosion new structures bedding down newly made up ground settling normal settlement, shrinkage or expansion demolition structural alteration or repair. <p>Destruction or damage to your contents in the buildings unless the home is also damaged or destroyed by the same cause at the same time.</p> <p>Loss or damage covered under a NHBC Certificate or other similar guarantee.</p>
<p>(7) Theft or attempted theft</p>	<p>(7) Loss or damage:</p> <ol style="list-style-type: none"> while the home is unoccupied caused by you or your tenants unless entry and or exit is gained by forcible and violent means. <p>Loss or damage not reported to the police within 7 days of it being discovered. Loss of damage while the home is unoccupied.</p>
<p>(8) Impact to the buildings which happens from a cause originating outside the buildings</p>	<p>(8) Damage arising from repair or renovation of the buildings.</p>

ADDITIONAL COVER UNDER THIS SECTION

What is Covered	What is NOT Covered
<p>(a) We will pay all amounts for which you (or your estate) legally have to pay as damages if:</p> <ol style="list-style-type: none"> there is accidental damage to property which does not belong to you or your family and is not in your care and control or that of your family or your domestic helpers, or there is death or bodily injury of a person (not including you or a member of your family or someone who works for you solely as a domestic helper whether you pay them or not), or the person is your domestic helper, the incident resulting in the claim happens whilst they are working as a domestic helper for you. 	<p>(a) Any amounts over £2,000,000 (other than in respect of (a) iii, where the amount is £10,000,000) for each claim you make (whether for one or more deaths bodily injuries or accidental damage caused to property). This will include all your costs and expenses (but not any fines or penalties) provided they are agreed with us in writing before they are incurred.</p> <p>Any claim if it happens as a result of:</p> <ol style="list-style-type: none"> the use of lifts the use or ownership of any mechanically or electronically operated vehicles (except domestic garden equipment) any wilful or malicious acts by you or your family regardless of intention to cause harm any activity relating to your trade, business or occupation other than the letting of this home any cause for which you are covered under the buildings section

CONTENTS (CONTINUED)

What is Covered	What is NOT Covered
	<ul style="list-style-type: none"> vi. your ownership of or possession of a breed of dog which is referred to in the Dangerous Dogs Act 1991 as amended from time to time vii. your ownership of or use of a caravan or aircraft or watercraft (except manually propelled water craft) viii. your ownership of any living creature (except horses, domestic dogs or cats which are privately owned for private use only) ix. Human Immunodeficiency Virus or Acquired Immune Deficiency Syndrome x. the use or ownership of any illegally held weapon by you, your family, any one permanently living with you or your domestic helper. xi. your involvement as a player or official in any sporting activity. <p>Claims which are excluded elsewhere in this policy.</p> <p>Any additional liability you may have because you have entered into an agreement which you have not fulfilled.</p> <p>Accidental death or accidental bodily injury to you or a member of your family.</p> <p>Accidental damage to property which belongs to you or a member of your family or is in your care and control or in the care and control of someone who works for you as a domestic helper (whether you pay them or not).</p>

SECTION 3 - HOME EMERGENCY COVER

(This section only applies to you if set out in your schedule of insurance and the cover is underwritten by Hiscox Insurance Company Limited)

MEANING OF WORDS

us/we/ours Hiscox Insurance Company Limited, Registered Office: 1 Great St Helens, London EC3A 6HX. Incorporated in England. Limited by Shares.
Telephone (020) 7448 6000 (the insurers).
Authorised and regulated by the Financial Services Authority

What is Covered	What is NOT Covered
<p>We will pay you up to the benefit shown in your schedule of insurance to cover the cost of repairs for the following:</p> <ul style="list-style-type: none"> burst or blocked pipes or blocked drains or damage to any part of the domestic heating or water systems where there is a likelihood of flooding <p>Removal of wasps, bees and hornets nests</p>	<p>Systems or structures which have not been installed or fitted by a suitably qualified workman unless the installation or fitting occurred prior to you becoming the occupier of the home</p> <p>Any claim arising from circumstances known to You at the time of applying for cover or at any time prior to the inception of this section</p>

HOME EMERGENCY COVER (CONTINUED)

What is Covered	What is NOT Covered
<p>Roof damage with a likelihood of flooding, or affecting security</p> <p>Damage to doors, bricks or windows affecting security</p> <p>Fire or burglary where immediate repairs are required (and possible) to make the buildings safe secure or habitable but only to prevent:</p> <p>(a) unreasonable discomfort or difficulties for occupants of the home or</p> <p>(b) damage to the home if prompt attention was not forthcoming</p>	<p>Damage resulting from improper use of any of the systems or structures covered by this section</p> <p>Consequential loss of any kind</p> <p>Damage resulting from a wilful act by You or any occupant of the home</p> <p>Requests for service resulting from a fault that has necessitated repairs prior to the inception of this section or those faults which have not been adequately repaired previously</p> <p>The mechanical or electrical derangement of any domestic appliance or anti-theft device or alarm</p> <p>Routine maintenance work</p> <p>The cost of materials used during the emergency repair in excess of the amount shown in your schedule of insurance (inc VAT) for any one event</p> <p>More than four Insured Events in any twelve month period</p> <p>Any expense which would have been incurred in securing and/or protecting the home from loss or damage if no insured event had taken place</p>

CLAIMS PROCEDURE FOR HOME EMERGENCY COVER

If an event occurs which is covered under the Home Emergency section **you** should immediately telephone the 24 Hour **Select & Protect** Home Emergency Helpline 0870 870 1255.

We will endeavour to obtain a suitable repairer provided that the service is not prejudiced by:

- (a) adverse weather condition
- (b) industrial disputes official or otherwise
- (c) failure of the public transport system including the road and railway network and repairs to them
- (d) any other circumstances preventing access to the **home** or otherwise making the provision of service impractical

Only charges made by the repairer called upon by **us** will be admissible.

We will pay the claim subject to the terms exclusions and conditions of this Section.

GENERAL CONDITIONS

1. Policy Terms Compliance with the Section terms and conditions by **you** shall be condition precedent to any liability on **us** to make any payments.
2. Fraud If any claim upon this section is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone on **your** behalf to obtain benefit under this section all benefits shall be forfeited.
3. Arbitration If any difference shall arise to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions. Where any difference is by the condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against **us**.

COMPLAINTS PROCEDURE FOR HOME EMERGENCY COVER

Select & Protect aim to provide an exemplary service. In the event that **you** are not satisfied with their service or the service of the agent that introduced the policy to **you** or the cover afforded by the policy, please contact the Customer Service Team Leader:

- Address: **Select & Protect**, 6th Floor, Maitland House, Warrior Square, Southend-on-Sea, Essex, SS1 2AA
- Telephone: 0845 3456 800
- Fax: 0845 3456 801
- Email: customer.service@select-protect.co.uk

Select & Protect will acknowledge **your** complaint on receipt and will fully investigate it before responding to **you** with the results of their findings. **Your** complaint will be resolved to the best of their ability within 20 working days. **Select & Protect** aim to resolve complaints within 5 working days.

If **you** are unhappy with the response from **Select & Protect** and **your** complaint relates to the terms or conditions of the policy or a claims decision, **you** should contact **us** - Hiscox Insurance Company Ltd:

- Address: 1 Great St Helen's, London, EC3A 6HX
- Telephone: 020 7448 6000
- Fax: 020 7448 6900
- Email: customerservices@hiscox.com

If **your** complaint relates to service from **Select & Protect** or from the agent or **you** are unhappy with the response following referral to Hiscox **you** may ask the Financial Ombudsman Service to review **your** case:

- Address: South Quay Plaza, 183 Marsh Wall, London, E14 9SR
- Telephone: 0845 080 1800

Referring **your** complaint to any of the above does not affect **your** right to take legal action.

Choice of Law

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

The Select & Protect Program Limited
6th Floor, Maitland House, Warrior Square, Southend on Sea, SS1 2AA
Registered in England no.2167242
Authorised and regulated by the Financial Services Authority