



Your home policy

Hastings ESSENTIAL

Refreshingly straightforward insurance

Got questions?

You can find answers to frequently asked questions on our website:

www.hastingsdirect.com/help

You can check or change your details and renew your policy online through MyAccount: **www.hastingsdirect.com/myaccount**

Have your policy number handy.

Customer service department: **0800 035 4801**

Email: **customerrelations@hastingsdirect.com**

Opening hours: **Monday – Friday 8am – 9pm**

Saturday 9am – 5.30pm, Sunday 10am – 5pm

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Claims service

Contents, personal possessions and buildings claims

If you need to make a claim

- Phone **your** insurer on the number shown on **your policy** schedule as soon as possible to report the loss or damage. They will tell **you** how to proceed with **your** claim. Please be ready to give them **your policy** number and details of the loss.
- Tell the police as soon as possible upon discovery if something is lost or if **you** suspect theft or malicious damage. Ask the police for a crime reference number and tell **your** insurer as soon as **you** can.
- **You** must take all reasonable steps to recover any missing property.
- **You** must take all reasonable steps to prevent further damage.
- Please also read the claims conditions section on page 35 and 36 of this booklet.

Telephone calls may be recorded or monitored.

Useful hints and tips to help you protect your home

- ✓ If **you** leave **your home** unattended, leave the heating on low.
- ✓ Know where the water shut off valve (stopcock) is to isolate the supply in an emergency.
- ✓ In severe cold weather open the loft hatch to warm the void.
- ✓ Regularly check the condition of all roofs for signs of wear and tear, particularly when there has been heavy snowfall.
- ✓ Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- ✓ Consider cutting back low hanging tree branches which could cause damage in high winds.
- ✓ Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letter box.
- ✓ When nobody is **home** ensure all doors and windows that are in easy reach are locked. **You** can reduce the risk of theft by installing locks to all doors and windows.
- ✓ A properly functioning smoke detector will alert **you** in the early stages of a fire giving as much time as possible to make an escape. Test **your** smoke detector regularly.
- ✓ Avoid leaving pans, cigarettes or candles left unattended or in a place likely to be knocked over.

Information about your contracts of insurance

You will enter into two separate contracts when **you** take out an insurance **policy** through us. The first contract is with Hastings Direct for arranging and administering your insurance **policy**, on **your** behalf, and we shall charge you an arrangement and administration fee for providing our services. Hastings Direct's terms and conditions are set out in this document (pages 6-16).

The second contract is with the insurer noted on **your policy** schedule, for providing **your** insurance, and they shall charge **you** a separate premium inclusive of insurance premium tax. Their terms and conditions are set out in this document (pages 17-73) the statement of insurance, and **policy** schedule, all of which are in **your** welcome pack.

The combined arrangement and administration fee and premium will form the total cost of the insurance and the amounts paid in respect of the cover **you** hold are found in the covering letter in the welcome pack.

Please note that when we are arranging **your** insurance on **your** behalf or making any adjustments to it we are acting on **your** behalf as **your** agent. All claims will be dealt with by the insurer concerned.

Consumer Insurance (Disclosure and Representation) Act 2012

Under the Consumer Insurance (Disclosure and Representation) Act 2012, **you** have a duty to take reasonable care to answer all questions as fully and as accurately as possible. If **you** volunteer information which is over and above that requested **you** must do so honestly and carefully.

You should check **your** statement of insurance to ensure that all facts given are correct.

Failure to answer all questions fully and accurately could invalidate **your** insurance cover and could result in all or part of a claim not being paid.

Caring for our customers

It is always our intention to provide **you** with a high level of customer service. However, if our service ever falls below the standard **you** would expect, please let us know by following the procedure below:

How to make a complaint

If **you** are dissatisfied with the service provided by Hastings, the best way to contact us is via e-mail at the address below, **you** may also contact us by phone or letter.

customerrelations@hastingsdirect.com

Tel: **0800 035 4801** (Customer Service Helpline)

Customer Relations Department, Hastings Direct, Conquest House,
Collington Avenue, Bexhill-On-Sea, East Sussex, TN39 3LW.

If **you** make a complaint and it cannot be resolved immediately or by the end of the next working day, we will send **you** a written acknowledgement, typically within five working days. This acknowledgement letter will let **you** know who is dealing with **your** concerns.

We will endeavour to resolve the matter as soon as possible. We will fully investigate **your** complaint using all the information available to us, and our Customer Relations Department will make every effort to address **your** concerns.

To ensure we deal with **your** complaint fully our investigations can sometimes take a little longer. If they do, we will provide **you** with a final response usually within four weeks or explain our position and provide timescales for responding. If our investigations take longer than four weeks we will keep **you** fully informed of the position until we are able to provide **you** with a final response.

Should we fail to offer **you** a final response within eight weeks of the initial date of **your** complaint, or if **you** are not satisfied with our response, **you** may refer the dispute to the Financial Ombudsman immediately or within six months of receiving our final response letter. Their details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square London, E14 9SR.
Tel: 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk.

If **you** have any questions or concerns about the handling of a claim, or if **you** wish to contact **your** insurer directly, please contact them at the address shown on **your policy** schedule.

When **you** make contact with **your** insurer please provide the following information:

- **Your** name, address and postcode, telephone number and e-mail address (if **you** have one).
- **Your policy** and/or claim number, and the type of **policy you** hold.
- The name of **your** insurance agent, which is Hastings Direct.
- The reason for **your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **you** may wish to include copies of supporting material.

Nothing in this process will affect **your** rights of law.

Financial Services Compensation Scheme (FSCS)

Hastings Direct and **your** insurer are covered by the FSCS. **You** may be entitled to compensation from the scheme in the unlikely event either of us cannot meet our obligations to **you**. This depends on the type of insurance, size of the business and the circumstance of the claim. Further information about the compensation scheme arrangements is available from FSCS (www.fscs.org.uk).

If **you** have any questions, or this **policy** does not meet **your** needs, please call our: **Customer Service Department on 0800 035 4801** (8am to 9pm Monday to Friday, 9am to 5.30pm Saturday and 10am to 5pm Sunday).

Hastings Direct's terms and conditions

Whose products do we offer?

We can arrange the following products on **your** behalf with a range of insurers. If **you** would like a list of the insurers we deal with please ask.



For each optional additional product we only use a single provider, details of which are provided in our optional additional products **policy** wording.

Who regulates us?

Hastings Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA).

Our FCA registered number is 311492. **You** can check our registration on the FCA's register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Our permitted business is arranging, dealing as agent and assisting in the administration of non - investment insurance contracts.

Ownerships and close links

Hastings Insurance Services Limited is wholly owned, via intermediate holding companies, by Hastings Insurance Group Limited (registered in Jersey number 108490) ("HIG") which, in turn is ultimately owned, via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

If we have arranged your insurance with Advantage Insurance Company Limited, which is wholly owned by Advantage Global Holdings Limited ("AGH"), we should inform you that AGH is also wholly owned by HIG, which, in turn is ultimately owned via intermediate holding companies, by Hastings Group Holdings plc (registered in England, number 9635183), being the group parent company.

When dealing with claims for Advantage Insurance Company Limited we act as the agent for that insurer. If you're concerned about this arrangement or want more information please contact us.

Several liability notice

If we have arranged **your** insurance with AXA Insurance UK PLC and Advantage Insurance Company Limited, the following will apply.

The obligations of AXA Insurance UK PLC and Advantage Insurance Company Limited under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of each insurer's individual subscription. If one of the insurers does not for any reason satisfy all or part of its obligations the other insurers will not be responsible for the defaulting insurer's obligations.

The Financial Services Compensation Scheme covers this **policy**.

What is the insurance intermediary service we provide you with?

We will provide **you** with sufficient information to enable **you** to make an informed decision on **your** purchase. As we will not make a recommendation please consider all information carefully to ensure the product(s) meet your requirements before you decide to proceed.

Our service includes: arranging **your** insurance cover on **your** behalf with insurers to meet **your** requirements, and helping **you** with any ongoing changes **you** have to make, such as amendments to the cover, use and property insured. We will also arrange the cancellation of **your policy** and arrange cover with an alternative insurer if **your** requirement to amend **your policy** is not acceptable to **your** original insurers. Additionally, we will arrange optional additional covers such as **family** legal protection, **home** assistance and key cover where these meet **your** needs. We will also arrange the renewal of **your** insurance, please see the renewing **your policy** section on page 15.

What you have to pay for our services

We make the following charges for administering **your** insurance. **Your** insurer may charge a premium for any changes **you** make to **your policy** and will charge a premium for the time **you** have been on cover should **you** decide to cancel **your policy**. These premiums will be in addition to our fees, which are for our services only.

Each fee is non-refundable and is payable at the time of the transaction to which it relates

Service	Fee
Policy arrangement & administration	
Arranging your new policy online	£0.00
Call centre arrangement	£12.50
Arranging your policy at renewal	£5.00
Amendments to your policy made by you	
All amendments to this policy are subject to an administration fee. (We have provided you with a list of examples of the things that we need to know about within the 'changes in your circumstances' within the General Conditions section of your home insurer's policy wording)	Up to £20.00
Correct an error by one of our advisers	£0
Amendment to your policy made by our business administration team	
As part of our new business process our business administration team will check your information and may have to make amendments to your policy to correct the information we hold. Any amendments made as a result of these checks will result in payment of our administration fee.	Up to £20.00
Cancellation - for full details of your right to cancel please see page 33	
Cancellation (within 14 days)	£25.00
Cancellation (after 14 days)	£35.00
Duplicate documentation	
Sent via e-mail or fax	£0
Resent by post due to not being received within 6 weeks of the start of the policy	£0
Sent via post	£5.00
Failed payments	
Cheque/Direct debit	£20.00
Method of payment charge	
Payments by debit card	0%
Payments by credit card	1.25%
Administration fee for third party referral following a failed payment	£25

If we give a discount on our fees and/or the insurer's premium at the inception of your policy, and the policy is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

Client money and instalments

All **money** received by us in respect of insurance premiums is held on behalf of the relevant insurer so that **you** have no risk in the event of our bankruptcy.

The total price of **your** insurance is shown in **your** documents including insurance premium tax where applicable. For legal purposes, we are required to inform **you** of the possibility that other taxes or costs may exist that are not paid through or imposed by us, however, we are not aware of the existence of any other taxes or costs currently payable.

When dealing with any amendments or alterations to **your policy**, we will not collect or refund any amounts under £1. Please note that any interest earned by us and any investment returns on any segregated designated investments will be retained by us.

We use a third party to collect and store card details in accordance with industry standards. We will use the card details stored on our behalf to collect payment for mid-term changes, defaulted instalments including the associated fee, balances following cancellation and for the automatic renewal of **your policy**. We will inform **you** in advance of doing so.

In the event of you receiving an overpayment, we will attempt to recover our funds using the credit/debit card stored on our behalf.

If payment is initially made by debit/credit card any refund will be made to the same card in accordance with the terms and conditions of the card issuer. All other refunds will be made by cheque. We are unable to give cash refunds.

If **you** pay using our Direct Debit facility for any adjustments to your premium over the term of **your** loan, we have the right to ask for part or full payment of any additional amount. Any return of premium will be used to reduce your loan amount.

If you fail to pay us any **money you** owe to us on the date due, and we instruct a third party to collect this amount, **you** agree to pay our administration fee of £25.

If **you** do not pay for **your** insurance, you must show these details to the person who paid on **your** behalf.

Introducer arrangements

A third party may have introduced **you** to us and for this the introducer may be paid a fee by us.

Data protection notice

Please take a few minutes to read this section carefully as it contains important information relating to the details that **you** will give or have given us.

You should show this data protection notice to anyone covered or proposed to be covered under this **policy**. This notice explains how we may use the details **you** provide us with.

Hastings Insurance Services Limited and the insurer named on **your** schedule of insurance act as joint data controllers for the purpose of the Data Protection Act 1998 in relation to the personal data **you** supply. Information **you** provide about **yourself** and others will be used by us and **your** insurer to process **your** request in accordance with the Data Protection Act and other applicable laws. In order to assess the terms of the insurance contract or administer claims that arise, we or the insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical conditions or criminal convictions). By proceeding to provide any sensitive information about a third party (e.g. a joint **policy** holder), **you** must obtain their prior agreement to this and we will proceed on the basis that **you** have done so. We will pass **your** information to other organisations (e.g. service providers) to enable them to provide the services **you** have requested, and they in turn may pass **your** information to their agent(s) in order to deliver the service or carry out relevant investigations.

Occasionally, insurers/organisations may transmit or store **your** data outside the European Economic Area (EEA) in countries that do not have the same standards of protection for personal data as the UK.

When do we collect personal data?

We collect personal information directly from **you** when **you** register for any online service with us or deal with us over the telephone, such as a request for a quote, the purchase of an insurance **policy** through us or the provision of **policy** administration or claims handling services. We limit the collection of personal information to what we need to know to maintain the accuracy of our records, and assess the financial standing of customers, to assist us in providing a high standard of service, and to fulfil any legal and regulatory requirements. We will do our best to ensure that **your** details are accurate and kept up-to-date and we would ask **you** to assist us in doing so by notifying us of any changes to **your** personal information.

All personal information provided by **you** is held securely and in confidence by us including our computerised and other records. When we process **your** personal information we do so in compliance with the terms of Act. We maintain strict security standards and procedures with a view to preventing unauthorised access to **your** data. We use leading technologies, such as data encryption, firewalls and server authentication to protect the security of **your** data.

All our staff and all third parties we may hire from time to time to provide support services are required to observe our privacy standards.

How we will use your data

This notice explains how we may use the details **you** provide us with. The data **you** provide will be used by us and shared with other insurers and associated supplier, as well as certain statutory and other authorised bodies for:

Insurance underwriting purposes—i.e. to examine the potential risk in relation to your (and/or a third party's) prospective Policy so that we can:

- Help **you** insurer to consider whether to accept the relevant risk;
- Make decisions about the provision and administration of insurance and related services for **you** [and members of **your** household].
- Validate **you** (or any person or property likely to be involved in the **policy** or claim) claims history (at any time, including upon application for insurance, in the event of an accident or a claim, or at a time of renewal).
- Searches may be carried out at point of quote and if an insurance **policy** is inception at the renewal stage.
- In relation to our online quotation service, to provide **you** with one or more online quotations on behalf of one or more insurers.
- In relation to our online cover service, to consider **you** application for, and facilitate **you** purchase of, an insurance **policy** through us.
- To provide **you** with other services, including managing and administering the insurance policies **you** take out through us, and providing assistance with **your** claims and enquiries.
- For the purposes of insurance administration by us or our agents, by our re-insurers and **your** intermediary (if **you** have one) and may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with any regulatory requirements.
- To offer **you** the opportunity to renew a **policy** or purchase a replacement **policy**.
- To update our records about **you**.
- To improve the quality of our service and the efficiency of our website and systems.
- If prior consent has been received, we may contact **you** with other products which we believe may be of interest to **you**.

Management information purposes—i.e. to analyse insurance and other markets for the purposes of:

- Portfolio assessment.
- Risk assessment.
- Performance reporting.
- Management reporting.
- Conducting research and statistical analysis to facilitate our internal customer service monitoring.

Anti fraud purposes—i.e. to detect and prevent fraudulent claims and/or activities by:

- Sharing information about **you** with other organisations e.g. insurers, law enforcement agencies and public bodies including the police. These organisations may access and use this information for the detection, investigation of, or prevention of crime.
- The insurer 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.
 - Managing credit and credit related accounts or facilities.
 - Recovering debt.
 - Checking details on proposals and claims for all types of insurance.
 - Tracing debtors or beneficiaries, recovering debt, managing **your** accounts and or insurance policies.
 - Checking **your** identity to prevent **money** laundering (unless **you** furnish us with satisfactory proof of identity).

Credit checks

Making searches to credit reference agencies, including checking electoral roll information.

We and/or **your** insurer may pass information about **you** to credit reference agencies, where it is necessary to carry out a credit check search on **you** before we and/or **your** insurer provide **you** with any services (including quotations and prior to offering a renewal). We may also ask credit reference agencies to provide a credit score computation. **You** should be aware that the results of these searches will be recorded by credit reference agencies and that we and/or **your** insurer and other organisations may use those records in order to help make credit decisions about **you**, people financially linked to **you** and others in **your** household.

Often insurance and other financial services providers will only request a credit check once **you** have decided on a particular supplier.

Every application **you** submit for a loan or credit card, however, may affect **your** credit score so **you** may wish to keep applications to a minimum to protect **your** credit rating.

The insurer and other organisations may access and use from other countries the information recorded by fraud prevention agencies. **You** should not assume we will write or make any outside enquiries and should take reasonable care to answer all questions as fully and as accurately as possible. If **you** volunteer information which is over and above that requested **you** must do so honestly and carefully.

Compliance with legal obligations and responsibilities

Claims management—In the event of a claim we may need to disclose information with any other party involved in that claim such as third parties involved in the incident, their insurer, solicitor or representative and medical teams, the police or other investigators. We also may have to investigate **your** claims and conviction history.

Complaints management—If **you** make a complaint about the service we have provided, we may be obliged to forward details about **your** complaint, including **your** personal information, to the relevant ombudsman.

How your data will be processed

Information which is supplied to third parties can include details such as **your** name, address and date of birth.

Your data may be transferred to any country, including countries outside of the European Economic Area, for any of the purposes mentioned above.

We will pass details of **your** 'no-claim discount' (NCD) to certain organisations to be recorded on a NCD database. This will occur if information requires updating or correcting at any stage, and also at the renewal stage of **your policy** and upon or after the cancellation of **your policy** prior to the expiry date.

You can ask for more information about this. If **you** require such information, please contact Hastings Direct.

Please note that if **you** give us false or inaccurate information it may invalidate **your** insurance **policy** or prospective insurance **policy** or could affect the amount we pay to settle any claims **you** make under the **policy**.

Can I see the personal information you hold about me?

You have the right to receive a copy of the personal information we hold about **you** at any time, on written request and payment of a £10 administration fee.

Should **you** wish to receive a copy of the personal information we hold about **you**, please write to the Data Protection Officer at Hastings Direct address shown below enclosing the £10 administration fee made payable to Hastings Insurance Services Limited, and we will deal with **your** request within the regulatory 40 day period.

If **you** would like us to remove any personal information from our records, then please write to our data protection officer at:

Hastings Direct,
Conquest House,
Collington Avenue,
Bexhill on Sea,
East Sussex, TN39 3LW.

Please be ready to quote **your** full name, address and if applicable **your policy** number when contacting us. We will make all reasonable efforts to delete **your** information from our files if it is deemed appropriate.

Renewing your policy

At least 24 days before **your policy** end date we'll send **you** a notice of renewal letting **you** know that **your policy** is due to expire. In most cases, this notice will include an offer to renew for another year. To help **you** make an informed decision, any offer made will include key facts about **your policy**, any changes to the **policy** terms and an offer price.

In a small number of cases, **your** insurer may not make **you** an offer to renew **your policy**. If this happens, we will search our panel of insurers to try and find an alternative insurer for **you**. If we're able to find an alternative insurer, we'll include their offer in **your** notice of renewal. Likewise, we'll tell **you** if we're unable to find **you** an insurer.

If **you're** intending to accept a renewal offer, **you** must take reasonable care to ensure that **your** information contained in the **policy** is correct. This includes, but is not limited to, informing us of any incidents, whether or not a claim was made, or any prosecutions. Failure to notify us of any required changes may result in **your policy** being cancelled or treated as if it never existed, or in **your** claim being rejected or not fully paid.

If anything is not correct, or **you** need to inform us of any changes to **your policy**, please contact our customer services team on 0800 035 4801.

Each renewal of the **policy** represents a new contract of insurance. **You** will enter into a new contract of insurance with **your** insurer commencing on the cover start date shown on **your** renewal schedule.

Automatic renewal

We automatically renew most policies. This means that, unless **you** tell us otherwise, **your** new insurance cover will start on **your** renewal date. If we intend to automatically renew **your policy** we'll tell **you** on **your** notice of renewal.

In a small number of cases, we won't automatically renew **your policy**. We'll tell **you** on **your** notice of renewal if this is the case. Some of the reasons why we may not automatically renew **your policy** include:

- 1) **You** have previously told us **you** don't want to automatically renew **your policy**.
- 2) Our panel of insurers won't insure **you** for another year.
- 3) **You've** an outstanding debt on **your** current **policy**.

If **you** don't want to renew **your policy**, or wish to opt out of the automatic renewal process, please let us know before **your** renewal date. **You** can contact our customer services team on 0800 035 4801.

After renewal

You have a right to cancel **your policy** at any time. For full details of **your** right to cancel please see pages 33–34.

If **you** pay for **your policy** by instalments, we'll continue to collect **your** premium on a monthly basis, using the same accounts details **you** gave to us the previous **policy** year.

If **you** pay for **your policy** by credit/debit card, we'll collect the renewal premium on the renewal date from the last card details given to us.

Important guidance

Our **home insurance policy** is designed to protect **you** against the risk of things happening suddenly which **you** could not have expected such as fire, theft, **flood** and **storm**. It is not designed to protect **you** against losses that arise due to the gradual deterioration or poor maintenance of **your home**.

We want to ensure that **you** are fully aware of the extent of **your** cover, and would therefore urge **you** to read this **policy** in full along with **your policy** schedule. We have also taken this opportunity to bring some helpful information to **your** attention.

This section does not form part of your policy and contains only examples of what is contained in your policy wording.

Collision

If someone crashes into your wall or **your** house make sure **you** record their name, address, vehicle registration and contact details. We will need this information to help us try to recover **your excess**.

Subsidence

Damage caused by **subsidence** is the result of ground movement affecting **your** property. The most common signs of this are diagonal cracks away from door and window frames. Newer properties will often move for reasons other than **subsidence** and this natural **settlement** is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that **you** tell us as soon as possible if **you** think your house may be affected.

Escape of water

Your cover for escape of water is designed to cover damage to **your** property caused by water leaks.

One of the biggest risks of water damage occurs when **you** are away during the winter when pipes can freeze and burst causing large amounts of damage. It is important that **you** take steps to avoid this by keeping **your** central heating on low so **your** pipes do not freeze over. If **you** want to turn **your** heating off then **you** should drain **your** central heating system and switch off the water at the mains.

If **you** are going away in the winter make sure you tell us as this cover ceases after the **home** has been **unoccupied** for more than 30 days.

In addition, many claims occur due to water leaks caused when the seals around **your** bath or shower have worn away. Pipes often burst because they have worn out; if this happens we will be able to pay for the damage the water caused but not to repair the pipe itself.

Fires

A large percentage of fires start in the kitchen, and are caused by faulty electrical appliances or unattended cooking pans and equipment—particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Please ensure **you** bear these risks in mind and take adequate precautions to protect **yourself** and **your** family.

Smoke alarms save many lives and significant damage every year. Please ensure that **you** have them fitted and check them regularly.

Floods

If water has or is expected to enter **your** property **you** should secure **your** home and move **your** valuables and essentials to an elevated place or upper floor. **You** should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If **you** know that **you** live in an area which is prone to flooding, there are additional steps **you** can take to protect **your home** and we would recommend contacting **your** local Environment Agency for further advice or call Floodline on 0845 988 1188.

Drains

Some drains which use defective materials such as pitch fibre in their construction are prone to naturally wear out over time. If this happens they will not be covered by **your policy** but there are more specific insurance policies available to protect **you** against this risk.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage of this nature is not covered by this **policy**. It is therefore important that **you** keep **your** property in a good state of repair. Areas that **you** should focus on include blocked or broken gutters or down-pipes, and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect, so if **you** cannot check them yourself **you** should use a relevant building expert to do this for **you**.

Thefts

Many thefts are committed by so called 'opportunist' criminals. **Your** property is significantly more likely to be burgled if accessible entrances are not locked and secured. **Your policy** may carry an **endorsement** about the security **you** have in place to prevent thefts. This usually requires **you** to have certain types of door and window locks. Make sure **you** check **your policy** schedule to ensure **you** have the right protection in place. Failure to meet these requirements could result in a higher **excess** being charged for theft claims, or could result in all or part of a claim not being paid.

If **you** are going away do what **you** can to make **your** house appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries and use timers on lights if **you** have them.

Garages and sheds are attractive to criminals as they are easier to break in to and often contain valuable items such as tools or golf clubs. Locking these is another important step to minimising the risk of a theft.

You should also take particular care of items such as laptops and MP3 players or iPods if **you** have personal possessions cover. We will not cover the theft of such items if they have been left unattended outside of **your home**.

The information **you** have supplied forms part of the contract of insurance with us, **your policy** is evidence of that contract, **you** should read it carefully and keep it in a safe place. In return for having accepted **your** premium we will, in the event of injury loss or damage happening within the **period of insurance**, provide insurance as described in the following pages and referred to in **your policy** schedule. If after reading these documents **you** have any questions please contact Hastings Direct.

We recommend that **you** read this **policy** in conjunction with **your policy** schedule to ensure that it meets with **your** requirements. Should **you** have any queries please contact Hastings Direct.

Your home insurer's policy cover

Your policy summary

This summary does not describe all the terms and conditions of **your policy**, so please take time to read the rest of this booklet to make sure **you** understand the cover it provides. When reviewing **your policy** it should be read in conjunction with **your policy** schedule.

Reporting claims:

For immediate help and to make a claim, call the claims team on the Helpline shown in your policy schedule.

Policy features & benefits

Contents Cover

- Loss or damage caused by fire, smoke, explosion, lightning, earthquake, **storm, flood**, theft, escape of water (e.g. from burst pipes or tanks) or oil, malicious persons, riot, **subsidence**, collision by **vehicles** or animals, falling trees, collapse of aerials or satellite dishes (**contents** sections 1-11 in the policy wording).
- Cover is provided up to £4,000 for any one valuable and £12,000 in total for any one claim for **valuables**.
- Cover up to £5,000 for **business equipment** including up to £500 of business stock.
- Accidental loss of oil or metered water up to £1,000.
- Loss or damage to plants and trees (by **contents** sections 1, 3, 6 & 7) up to £500 and **contents** in the open (by **contents** sections 1-11) up to £1,000.
- **Contents** removed from the insured property to college or university halls of residence up to £2,500 for theft.
- Rent or alternative accommodation up to a maximum of £10,000 for **you** and **your** domestic pets.
- **Your contents** sum insured is automatically increased by £5,000 in respect of gifts and provisions for the 30 days before and after a religious festival or you or **your family's** wedding.
- Loss or damage to frozen food due to a change in temperature or contamination by refrigerant fumes up to £1,000.
- Liability to domestic employees up to £10,000,000.
- Tenant's liability up to £10,000. Only applicable if the insured property is rented.
- Public liability insurance up to £2,000,000. Including damage arising from **your** occupation of the insured property (but not its ownership).

Personal possessions

- Loss or damage to personal possessions anywhere in the world. Please refer to **policy** wording for full details of cover available.
- Cover is provided up to £10,000 or the unspecified personal possessions sum insured (whichever is lower) for any one item.
- Cover is provided up to £1000, for credit card liability and for **money**, up to £500.

Buildings cover

- Loss or damage caused by **storm, flood**, escape of water (e.g. from burst pipes or tanks) or oil, **subsidence**, theft, collision by **vehicles** or animals, falling trees, collapse of aerials or satellite dishes, fire, smoke, explosion, lightning, earthquake, malicious persons, riot (**buildings** sections 1–11 in the policy wording).
- Alternative accommodation or loss of rent up to £100,000.
- Property owner's liability up to £2,000,000.

Significant policy exclusions and limitations

Conditions

Failure to comply with the **policy** conditions may jeopardise your claim or cover.

- **You** must notify us as soon as reasonably possible if the full replacement value (**contents**) or the full rebuilding cost (**buildings**) exceeds the amount shown in **your policy** schedule. If the amount shown on **your policy** schedule represents less than 100% of the full replacement value of **your contents** or full rebuilding cost of **your buildings**, we will only be able to settle claims at the percentage **you** are insured for. For example, if the value shown on **your policy** schedule only represents 70% of the full replacement value (**contents**) or full rebuilding cost (**buildings**) then we will not pay more than 70% of **your** claim.
- **You** must tell us as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** statement of insurance or **policy** schedule changes during the **period of insurance**.

General exclusions

- Riot or civil commotion outside of the United Kingdom, the Isle of Man or the Channel Islands, confiscation or sonic bangs, radioactive contamination, war risks, terrorism, reduction in market value, date change, pollution and contamination
- Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **your buildings** and its **contents**.
- Any loss or damage caused, or allowed to be caused, deliberately, willfully, maliciously, illegally or unlawfully by **you** or **your family** or anyone lawfully in the **home**.

Exclusions under contents cover

- **Vehicles** or **craft** or liability from the use of **vehicles** or **craft** (please see the definition in this **policy** booklet for what we mean by **vehicles** or **craft**).
- Loss or damage caused by chewing, scratching, tearing or fouling by domestic pets.
- Liability arising from any trade, business, profession or employment.
- Loss or damage to **valuables**, **money** and **business equipment** left in the open within the boundaries of the **home**.

Exclusions under contents cover and buildings cover

- Loss or damage occurring after the insured property has been **unoccupied** or **unfurnished** (please see **policy** wording for definitions of **unoccupied** and **unfurnished**) by theft, malicious people and escape of water or oil.

Exclusions under personal possessions

- Theft from an unattended motor vehicle unless the personal possessions are concealed from view and the vehicle is locked.
- Theft from an unlocked hotel room.

Caring for our customers

It is always our intention to provide you with a high level of customer service. However, if **you** are dissatisfied with the service provided by Hastings Direct, please contact us using the details shown on page 4 of this booklet.

Financial Services Compensation Scheme (FSCS)

We and **your** insurer are covered by the FSCS. Please see page 5 of this booklet for more details.

Information about your policy documents

Your insurance contract is made up of:

- This **policy**;
- **Your policy** schedule which has details of **you, your** insurer, and the cover provided;
- **Your** statement of insurance which shows all the information you have provided on which the cover has been based.

Your policy schedule will show **you** which sections and **endorsements** in this **policy** apply to **you**. **You** should keep a record (including copies of letters) of all the information **you** supply us with in relation to this insurance.

Contract of insurance

This **policy** is a contract solely between **you** and the insurer (as shown on **your policy** schedule). It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party. The information provided by **you**, to us as stated on **Your** Statement of Insurance forms part of this contract.

If **you** have paid or agreed to pay the appropriate premium, and arrangement and administration fee the insurer will provide insurance, under the terms set out in this **policy**, for loss or damage occurring during the period of cover.

Under European law, **you** and we may choose which law will apply to the contract. Unless **you** and we have agreed otherwise, English law will apply.

We will communicate in English throughout the course of this contract.

For and on behalf of the Insurer:

A handwritten signature in black ink, appearing to read 'Tobias van der Meer', with a horizontal line underneath it.

Tobias van der Meer
Managing Director, Hastings Insurance Services Limited

Defined terms shown in bold

Certain words and phrases are printed in bold type to show they have a defined meaning.

You can find the meanings of these defined terms on the following page.

Cover details

You will find the following headings on many pages.

What is covered

These sections give detailed information on the insurance provided and should be read, at all times, in conjunction with the information provided under 'What is not covered'.

What is not covered

These sections tell **you** what is not included in **your policy**.

Meaning of words

These meanings apply throughout **your policy**.

If a word or phrase has a defined meaning, it will be highlighted in bold print and will have the same meaning wherever it is used in the **policy**.

Buildings

The structure of the **home** including fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, septic tanks, permanent swimming pools, fixed hot tubs or jacuzzis, ornamental ponds, fountains, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas, car ports, garages including garages on nearby sites, external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, fixed recreational toys and brick built barbecues, laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, inspection hatches and covers all supplying **your home** and **outbuildings**.

Business equipment

All computers and computer equipment (excluding data) mainly used for business, trade, professional or employment purposes. This includes stock but excludes business **money** and documents.

Contents

Household goods (including tenants' fixtures, fittings and interior decorations), frozen foods, **personal effects**, office equipment, **valuables**, **business equipment** and **money** are included provided that they belong to **you** or **your family** or **you** or **your family** are legally responsible for them and with the exception of **business equipment** they are mainly used for private purposes.

The following items are not included in this definition:

- **Vehicles or craft**.
- Any living creature.
- Documents.
- Lottery tickets and raffle tickets.
- Any part of the structure of the **buildings**, other than fixtures and fittings, for which **you** are responsible as the tenant.

Domestic staff	A person employed to carry out domestic duties associated with the home and not employed by you in any capacity in connection with any business trade profession or employment.
Endorsement(s)	A change to the terms of the policy as shown under endorsements in your policy schedule.
Excess	The amount you must pay as the first part of each and every claim made.
Family/they	Your spouse, domestic partner or civil partner, children, domestic staff and any other person all permanently residing with you and not paying for their accommodation.
Flood	An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the buildings .
Heave	The upward or sideways movement of the site on which your buildings are situated caused by swelling of the ground.
Home	The private residence shown in your policy schedule including its garages and outbuildings if they form part of the property.
Landslip	Sudden sideways movement of soil on a slope or gradual sideways creep of a slope over a period of time.
Money	Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record or book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic money cards. This does not include credit card, cheque card or cash dispenser card liability.
Outbuildings	Sheds, greenhouses, summer houses, other buildings (but not including caravans, mobile homes or motor homes and structures made of canvas, PVC or any other non-rigid material) which do not form part of the main building of the home and are used for domestic purposes.

Period of Insurance	The period that cover is effective, as stated in your policy schedule.
Personal effects	Clothes and articles of a strictly personal nature likely to be worn, used or carried. For example, mp3 players, portable radios and TVs, hand held games consoles, mobile phones, sports equipment and pedal cycles. It does not include valuables or money .
Policy	Your policy booklet and most recent policy schedule which include any endorsement(s) .
Settlement	Movement due to the distribution or re-distribution loading and stresses within the various elements of construction, which usually occurs in the early stages of the life of a building.
Storm	A period of violent weather defined as: wind speeds with gusts of at least 48 knots (55 mph)* accompanied by torrential rainfall at a rate of at least 25mm per hour or snow to a depth of at least one foot (30 cms) in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass. *Equivalent to Storm Force 10 on the Beaufort Scale
Subsidence	Downward movement of a building foundation caused by loss of support of the site beneath the foundations, which is usually associated with volumetric changes in the subsoil.
Unfurnished	Has not contained enough furniture and furnishings for normal living purposes for more than 30 consecutive days.
Unoccupied	Not lived in by you, your family , lodgers or tenants for more than 30 consecutive days or occupied by squatters.
Valuables	Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art and collections of stamps, coins and medals.

Vehicles or craft

Electrically or mechanically propelled or assisted **vehicles** including motor cycles, children's motor cycles, quad bikes and children's quad bikes. Aircraft (including gliders and hang gliders), boats, hovercraft and any other type of **craft** designed to be used in or on the water including hand or foot propelled **craft**, sailboards and windsurfers. Trailers, carts, wagons, caravans and horse boxes. Parts, accessories, tools, fitted radios, cassette players and compact disc players and satellite navigation systems for any of the items above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to **your home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they are not registered for use on the road.
- Surfboards, water-skis, snowboards and skis.
- Toys and models.
- Pedal cycles, and electrically powered pedal cycles.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

Vermin

Rats, mice, squirrels, owls, pigeons, jackdaws, magpies, foxes, bees, wasps or hornets.

Volumetric

The measurement of volume of the ground/soil. If the volume of the ground/soil should increase and as a result move upwards from the ground, or decrease resulting in **subsidence** in the ground

We/us/our

Hastings Insurance Services Limited trading as Hastings Direct or the insurer stated in **your policy** schedule.

You/your

The person or persons named in **your policy** schedule as the policyholder(s).

General conditions

If **you** or **your family** do not comply with these general conditions, we may, at our option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

The value of your contents

You must notify us immediately when the full value of **your contents** exceeds the amount shown in **your** schedule.

If the full value of **your contents** exceeds this sum the cover under the **policy** may not apply. The full value of **your contents** means the current cost as new.

The value of your buildings

You must notify us immediately if the full value of the **buildings** exceeds the amount shown in **your** schedule. If the full value of the **buildings** exceeds this sum the cover under the **policy** may not apply.

The full value of the **buildings** means the cost of rebuilding if the **buildings** were completely destroyed. This is not necessarily the market value.

Taking care of your property

You and **your family** must take, and cause to be taken, all reasonable precautions to avoid injury, loss or damage and take, and cause to be taken, all practicable steps to safeguard all the property insured from loss or damage. **You** must maintain the property insured in good repair.

Changes in your circumstances

The terms of **your policy** and premium are based on the information **you** have given us. If any of these changes **you** should tell Hastings Direct by calling their customer service department on 0800 035 4801. Below are some examples of what **you** should tell them. Please note this list is not exhaustive and **you** should contact Hastings Direct if **you** are unsure about whether **you** need to inform them of a change. Any changes to **your policy** will be subject to **your** insurer's agreement and may not be acceptable, therefore please contact Hastings Direct for guidance on changes **you** wish to make. If a change to **your policy** is acceptable it may result in revised terms and/or a change in the premium. Any changes to **your policy** will also be subjected to our administration fee, please see page 8 for details.

Please tell Hastings Direct immediately if:

- **You** change **your** address.
- Someone lives in **your home** other than **you** and **your family**.
- **Your home** becomes **unoccupied** or **unfurnished**.
- The rebuilding costs of the **home** or the replacement values of the **contents**, personal possessions or pedal cycles exceed the limits shown in **your policy** schedule.
- **You, your family** or anyone currently living with **you** is convicted of any offence other than driving offences.
- **You, your family** or anyone currently living with **you** have been declared bankrupt, are subject to bankruptcy proceedings or have received a County Court Judgement (CCJ) or Individual Voluntary Arrangement (IVA).
- **You** change **your** occupation.
- The **home** is being used for business or professional purposes.
- The **home** is not in a good state of repair.
- The **home** is undergoing structural alteration, structural repair, restoration or renovation.
- Any of the information provided and recorded in **your** statement of insurance has changed.

Cancellation

This section contains important notes about **yours**, ours and **your** insurer's rights of cancellation. **You** must read these notes carefully. To cancel this product **you** should contact Hastings Direct customer service on 0800 035 4801.

Your right to change your mind

You have the right to cancel this **policy** within 14 days of taking it out or renewing it (or within 14 days of receiving the **policy** documents, if later), without giving a reason. Unless **you** have made a claim under the **policy**, **you** will receive a refund of premium for the cover **you** have not used, subject to our cancellation fee of £25, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the insurer. In these circumstances, the effective date of cancellation will be the date that you serve notice of **your** wish to cancel.

Cancellation rights

We and **your** insurer both have the right to cancel **your policy** at any time by giving **you** 7 days notice in writing. We or **your** insurer will send a cancellation letter to the latest address we have for **you** and will set out the reason for cancellation in the letter. Neither we nor **your** insurer will ever cancel **your policy** without a valid reason for doing so. Valid reasons may include but are not limited to the following:

- Where we have been unable to collect a premium payment. In this case we will contact **you** in writing requesting payment by a specific date. If payment is not received by that date we will cancel **your policy** with immediate effect and notify **you** in writing that such cancellation has taken place.
- **You** refuse to allow us or **your** insurer reasonable access to **your** property in order to provide the services **you** have requested under this **policy** e.g. when **you** have a claim.
- Where **you** are required in accordance with the terms of this **policy** booklet to co-operate with us or **your** insurer, or send us or **your** insurer information or documentation and **you** fail to do so in a way that materially affects **your** insurer's ability to process **your policy**, a claim, or ability to defend their interests.
- If, by law or other reason, we are prevented from providing cover under this **policy**.
- Where there is a material failure by you to take care of **your** property as required by the paragraph headed "Taking care of your property" in the General Conditions section of this **policy** booklet.
- We may also cancel this **policy** without giving **you** notice and without refunding **your** premium if **you**:
 - Do not keep to the terms and conditions of this **policy** in any significant way.
 - Make or try to make a fraudulent claim under this **policy** or where we reasonably suspect fraud.
 - Fail to cooperate with our or **your insurer's** representatives, use threatening or abusive behaviour or language, or intimidation or bullying of our or your **insurer's** staff or suppliers.

In these circumstances if **you** make a valid claim before the **policy** is cancelled, **your** insurer will pay it before **your policy** is cancelled.

You may also cancel the **policy** at any time after the initial 14 day period detailed above by contacting us.

Following cancellation, your refund of premium will be calculated as follows:

- If **you** serve notice of cancellation prior to commencement of cover, **you** will be entitled to a full refund of the premium **you** have paid, less our call centre arrangement fee of £12.50 (if applicable).
- If **you** or we cancel the policy within the 14 days cooling off period, unless **you** have made a claim under the **policy**, **you** will receive a refund of premium for the cover **you** have not used, subject to our cancellation fee of £25, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the insurer.
- If **you** or we cancel the **policy** at any other time, we will refund the part of the premium **you** have not used subject to our cancellation fee of £35, our call centre arrangement fee of £12.50 (if applicable) and any charge made by the insurer.

Claims

No refund of premium will be provided if **you** have made a claim, or if one has been made against **you**, during the **period of insurance** and if **you** are paying by instalments, **you** will have to pay the balance of the annual premium and our cancellation fee of £35 will still be payable.

Instalments

If **you** cancel **your policy**, the instalments **you** have paid may not be sufficient to pay for the cover that has been provided and **you** will need to pay the balance that remains following cancellation.

In addition to the above, if Hastings Direct or **your** insurer gives a discount on fees and/or premium at the inception of **your policy**, and the **policy** is subsequently cancelled we shall be entitled to reduce the amount of any refund to enable us to reclaim the unused portion of the discount.

If this **home** insurance is cancelled by **you** or us, the cover under any optional additional products purchased with this **policy** will also be cancelled. Please see your optional additional product documentation for details of refunds on these products.

If **you** do not pay for **your** insurance, **you** must show these details to the person who paid on **your** behalf.

Claims conditions

You and **your family** must comply with the following claims conditions to have the full protection of **your policy**. If **you/they** do not comply with them we may, at our option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

The first thing you must do

If property is lost, or theft, attempted theft, riot damage or malicious damage is suspected **you** must inform the police, as soon as **you** become aware, and obtain a crime or lost property reference number. We recommend that **you** check **your policy** cover. Check that the loss or damage is covered. This **policy** contains details of what is covered and how claims are settled.

You should always immediately:

- Contact us by phone on the helpline shown in **your policy** schedule.
- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.

Claims process

When **you** phone the Helpline shown in **your policy** schedule we will:

- i take details of the loss
- ii arrange for an approved tradesperson to provide us with an estimate or undertake emergency repairs immediately
- iii instruct an approved supplier to contact **you** if appropriate
- iv where necessary arrange for someone to call or contact **you** by phone as soon as possible to discuss **your** claim. This person may be one of our own claims staff or an independent Chartered Loss Adjuster

What you must do after making your claim

If we ask, **you** must send us written details of **your** claim within 30 days. Provide us with full details in writing as soon as possible if someone is holding **you** or **your family** responsible for damage to their property or bodily injury to them. **You** must also send us any writ summons, letter of claim or other document as soon as possible.

To help prove **your** claim we may require **you** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of Your property. To help assist in dealing with **your** claim we may require you to obtain estimates for the replacement or repair of damaged property.

We will only ask for information relevant to **your** claim and we will pay for any reasonable expenses **you** incur in providing us with the above information as part of **your** claim.

Claims conditions continued

What you must not do

- Admit or deny any claim made by someone else against **you** or **your family** or make any agreement with them.
- Dispose of damaged items as we may need to see them.
- Abandon any property for us to deal with, unless **you** have our permission.

We have the right to negotiate, settle or defend any such claim in your name and on **your** behalf and take possession of the property insured and deal with salvage. We may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.

Fraud

You and **your family** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- Makes a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect or makes a statement in support of a claim knowing the statement to be false in any respect or
- Submits a document in support of a claim knowing the document to be forged or false in any respect or makes a claim in respect of any loss or damage caused by **your** willful act or with **your** connivance.

Then:

- We shall not pay the claim.
- We shall not pay any other claim which has been or will be made under the **policy**
- We may at our option declare the **policy** void.
- We shall be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date.
- We shall not make any return of premium.
- We may inform the police of the circumstances.

How we settle claims

Buildings contents and personal possessions sections

We may repair, reinstate or replace the damaged property. If we cannot replace or repair the property we may pay for the loss or damage in cash.

Where we can offer repair or replacement through a preferred supplier, but we agree to pay a cash **settlement**, then payment will not exceed the amount we would have paid the preferred supplier.

If no equivalent replacement is available then we will pay the full replacement cost of the item with no discount applied. We may appoint an approved supplier to act on our behalf to validate **your** claim. They are authorised to arrange a quotation, a repair or a replacement.

All permanent repairs carried out by our approved supplier are guaranteed for 12 months

Matching sets, suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. We will pay you for individual damaged items but not for undamaged companion pieces.

Where carpeting is damaged beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Will a deduction be made for wear and tear?

Contents – There will be no deduction for all **contents**, provided they have been maintained in good repair and the sum Insured represents the full value of the property (please see General Conditions).

The **buildings** – If repair or reinstatement is carried out there will be no deduction provided that the sum insured represents the full value of the **buildings** and they have been maintained in good repair (please see General Conditions).

Other insurance policies

If any injury loss or damage is covered by any other insurance we will not pay more than our proportion.

General exclusions

These exclusions apply throughout **your policy**.

We will not pay for:

1. Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom the Isle of Man or the Channel Islands.

2. Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3. Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

4. Confiscation

Any loss or damage or liability caused by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers:

- Liability to **domestic staff**.
- Tenant's liability.
- Public liability.
- Property owner's liability.

5. Radioactive contamination

1. Loss or damage to any property or any loss or expense resulting or arising therefrom, or any other loss, damage or additional expense following on from the event for which **you** are claiming.
2. Any legal liability directly or indirectly caused by or contributed to by or arising from: ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

6. War risks

Any loss or damage or liability occasioned by or happening through war, invasion, act of foreign enemy hostilities, (whether war is declared or not) civil war, rebellion, revolution, insurrection or military or usurped power.

7. Terrorism

Any loss or damage or cost or expenses of any nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating hereto. For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ethnic, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

8. Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident occurring within the **period of insurance**.
- Leakage of oil from a domestic oil installation at **your home**.

9. Gradual deterioration/maintenance

Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **your buildings** and its **contents**.

10. Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, willfully, maliciously, illegally or unlawfully by **you** or **your family** or anyone lawfully in the **home**.

Your policy cover - contents

Your **policy** schedule will show if this section is in force.

What are **contents**?

All of the following things are included provided that they belong to **you** or your **family** or that **you** or **they** are legally responsible for them, and with the exclusion of **business equipment** that they are mainly used for private purposes.

- Household goods
- **Personal effects**
- **Valuables**
- **Money**
- **Business equipment**
- **Vehicles** or **crafts**

What contents are not covered?

1. Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled **vehicles** (which includes motor cycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawn mowers, garden implements, wheelchairs, models and toys are covered.
2. Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (1) above.
3. Any living creature.
4. **Contents** more specifically insured by any other insurance.
5. Documents other than as shown in **contents** section 19.
6. Lottery tickets and raffle tickets.
7. Any part of the structure of the **buildings** other than fixtures and fittings for which **you** are responsible as occupier.

What is the most we will pay?

We will not pay more in total than the Sum Insured for **contents** shown in **your policy** schedule for any one claim under **contents** sections 1–13, 16, 22, 28, 29 and 30.

We will pay up to the Sum Insured for, **contents**, and for **contents** sections 12–15, 17–21 and 23–27 up to the limits shown.

The following limits apply:

For any one valuable – £4,000.

For any one claim for **valuables** – £12,000.

For **money** – £500.

For **business equipment** – £5,000 which can include an amount up to £500 for business stock.

These are the standard limits. If **you** have increased any of them the revised limits which apply to **your policy** will be shown in **your policy** schedule.

Your policy covers loss or damage to **you** or **your family's contents** while they are in the **home** by the following:

Contents Section 1 – Fire, explosion, lightning, earthquake

What is covered

Loss or damage caused by fire, explosion, smoke, lightning or earthquake.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Smoke damage arising gradually or out of repeated exposure.

Contents Section 2 – Storm or flood

What is covered

Loss or damage caused by **storm** or **flood**.

Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a **storm**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage by frost.

Contents Section 3 – Theft

What is covered

Loss or damage caused by theft or attempted theft.

Minimum security precautions **endorsement** may apply – please see **your policy** schedule.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.
4. Loss or damage from the **home** if any part of it is occupied by anyone other than **you** or **your family**, unless there has been forcible and violent entry to or exit from the **home**.
5. Loss by deception unless deception is only used to gain entry to the **home**.

Contents Section 4 – Escape of water

What is covered

Loss or damage caused by water leaking from:

1. A fixed water installation
2. A drainage installation
3. A heating installation
4. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured section is operative.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Contents Section 5 – Escape of oil

What is covered

Loss or damage caused by escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.

Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured section is operative.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Contents Section 6 – Malicious people

What is covered

Loss or damage caused by malicious people or vandals.

Minimum security precautions **endorsement** may apply – please see **your policy** schedule.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage caused by persons lawfully in the **home**.

Contents Section 7 – Riot and civil commotion

What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

What is not covered

The amount of the **excess** shown in **your policy** schedule.

Contents Section 8 – Subsidence, ground heave or landslip

What is covered

Loss or damage caused by:

1. **Subsidence** or ground **heave** of the site on which the **buildings** stand
2. **Landslip**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage caused by coastal or river bank erosion.

Contents Section 9 – Collision

What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail **vehicles** (or anything dropped from them) or animals.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage caused by **vermin**, birds, domestic pets or insects.

Contents Section 10 – Aerials, satellite dishes, telegraph poles or electricity pylons

What is covered

Loss or damage caused by the breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings or masts, lamp posts, telegraph poles, electricity pylons, poles or overhead cables.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage to the items themselves.

Cover for items in or on the **home** may be covered – please see contents section 33.

Contents Section 11 – Falling trees

What is covered

Loss or damage caused by falling trees or branches.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. The cost of removal of the fallen tree or branch.
3. Loss or damage caused during tree felling, lopping or topping.

Contents Section 12 – Keys and locks

What is covered

We will pay up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

1. External doors and windows of the **home**.
2. An alarm protecting the **home**.
3. A safe in the **home**

following the theft of their keys.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. The cost of replacing keys and locks to a garage or **outbuilding**.

We will only pay under **contents** cover or **buildings** cover if both sections are insured for any one claim.

Contents Section 13 – Credit card liability

What is covered

You or **your family's** liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the **home** and following its unauthorised use by any person not related to or living with **you**.

We will pay up to £1,000 for any one claim.

Do not forget to inform the police and issuing authorities in the event of a loss.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Any loss unless **you** or **your family** have complied with the terms and conditions of the issuing authority.
3. Any loss or claim due to accounting errors or omissions.

Contents Section 14 – Domestic heating oil

What is covered

We will pay up to £1,000 for any one claim for accidental loss of domestic heating oil.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Contents Section 15 – Metered water

What is covered

We will pay up to £1,000 for any one claim for accidental loss of metered water.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Contents Section 16 – Contents in the garden

What is covered

We will pay you up to £1,000 for any one claim for loss or damage by **contents** sections 1 and 3 –11 to **contents** when in the open within the boundaries of the **home**. Items such as garden furniture, external statues and garden pots are included within this section.

Limited cover for plants and trees is provided under **contents** section 30.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage to plants and trees.
3. Loss or damage to **valuables** or **money**.
4. Loss or damage to **business equipment**.

Contents Section 17 – Temporary removal

What is covered

Loss or damage by contents sections 1–11 to **contents** temporarily removed from the **home** to:

1. Any bank or safe deposit.
2. Any occupied private dwelling.
3. Any building where **you** or **your family** are working or temporarily living while anywhere in the world.

Under points 2 and 3 above, the maximum amount payable for theft or attempted theft from a room in a school, boarding house, college or university halls of residence accommodation is £2,500 for any one claim. We provide insurance protection for **contents** in the **home** during normal periods of unoccupancy for example when **you** are on holiday. However if **you** are going away for 30 consecutive days or more or if the **home** is to be vacated please tell us as this may affect the terms of your policy.

Student belongings

This cover automatically includes student's possessions up to the total sum insured (limited to £2,500 for theft or attempted theft) providing the student still has their permanent address at the **home**. Additional cover is available under the personal possessions section (if chosen).

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage:
 - a. by theft, unless it involves forcible or violent entry to or exit from a building
 - b. from a caravan, a mobile home or motor home
 - c. outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious people
 - d. to **business equipment**

Contents Section 18 – Alternative accommodation

What is covered

We will pay **you** up to £10,000 for any one claim whilst the **home** cannot be lived in because of loss or damage to **contents** covered under **contents** cover, for:

1. Rent for which **you** are legally liable or
2. The reasonable increased cost of alternative accommodation for **you, your family** and **your** domestic pets.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Contents Section 19 – Documents

What is covered

We will pay you up to £500 towards any one claim for loss or damage, by **contents** sections 1–11, to documents (other than **money**) whilst:

1. Within the main building of the **home** or
2. Deposited for safe custody in any bank safe deposit or bank solicitor's strongroom anywhere in the world.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Property more specifically insured by any other insurance.
3. Property mainly used for business, trade, profession or employment purposes.

Contents Section 20 – Religious festivals and weddings

What is covered

Your contents cover limit is automatically increased by £5,000 for gifts and provisions:

1. During the period 30 days before and 30 days after a recognised religious festival
2. During the period 30 days before and 30 days after your or a member of your **family's** wedding.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Contents Section 21 – Visitors' personal effects

What is covered

We will pay any visitor at your request up to £1,000 towards any one claim, for each visitor, for loss or damage by **contents** sections 1–11 to their **personal effects** whilst within the **home**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage specifically excluded under **contents** cover.

Contents Section 22 – Domestic staff's personal effects

What is covered

We will pay **domestic staff** at **your** request up to £1,000 towards any one claim, for each member of **your domestic staff**, for loss or damage, by **contents** sections 1–11, to their **personal effects** whilst within the **home**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage specifically excluded under **contents** cover.

Contents Section 23 – Frozen food

What is covered

Up to £1,000 for loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:

1. A change in temperature, or
2. Contamination by refrigerant or refrigerant fumes.

The refrigerator or deep freeze cabinet must be:

1. In the **home**.
2. Owned by, or the responsibility of, **you** or **your family**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage resulting from:
 - a. the deliberate act of **you**, **your family** or any electricity supplier
 - b. strike, lock-out or industrial dispute
 - c. property mainly used for business, trade, profession or employment purposes

Contents Section 24 – Liability to domestic staff

What is covered

Subject to the limit below we will pay any amount that **you** or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **domestic staff** within the United Kingdom, the Channel Islands and the Isle of Man

We will pay **you** up to £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause.

What is not covered

Your or **your family's** legal liability to pay compensation or costs for bodily injury (including death) sustained by any **domestic staff** when they are:

1. Carried in or upon a vehicle.
2. Entering, getting onto or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by **you** or **your family** of a vehicle.

For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.

Contents Section 25 – Tenant’s liability (applicable if the home is rented)

What is covered

We will pay up to £10,000 for any one claim or series of claims arising from any one event or one source or original cause that **you** or **your family** become legally liable to pay as tenant of the **home** in respect of:

1. Damage to the **buildings** by any cause specified under **buildings** cover of this **policy**.
2. Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **home**.
3. Accidental breakage of:
 - a. fixed glass in:
 - i. windows
 - ii. doors
 - iii. fanlights
 - iv. skylights
 - v. greenhouses
 - vi. conservatories
 - vii. verandas
 - b. fixed ceramic hobs or hob covers
 - c. fixed sanitaryware and bathroom fittings

What is not covered

1. Loss or damage to gates, hedges and fences.

Contents Section 26 – Liability to the public

What is covered

We will pay up to £2,000,000 (which includes costs and expenses agreed by us in writing) for any one claim or series of claims arising from any one event or one source or original cause that you or **your family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **period of insurance** in respect of accidental:

1. Death, bodily injury or illness of any person not an employee of either **you** or **your family**
2. Damage to material property not belonging to or in the custody or control of **you, your family** or **domestic staff** and arising from:
 - a. the occupation of the **home** (but not its ownership) or
 - b. the private pursuits of **you** or **your family**
 - c. the employment by **you** or **your family** of **domestic staff**

What is not covered

Legal liability to pay compensation or costs arising from:

1. Any business, trade, profession or employment.
2. The transmission of any communicable disease or virus.
3. The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) but we will cover liability arising from the ownership, possession or use of lawn mowers, garden implements, wheelchairs and models.
4. The ownership possession or use of watercraft (which includes sailboards and windsurfers) aircraft, caravans and trailers but we will cover liability arising from the ownership possession or use of models, toys, any hand or foot propelled watercraft under 5 metres in length and surfboards.
5. The ownership possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable).
6. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

Contents Section 27 – Unrecovered damages

What is covered

We will pay up to £2,000,000 for any award of damages made in **you** or **your family's** favour which:

1. is in respect of death, bodily injury or illness or damage to property of such nature that **you** or **your family** would have been entitled to indemnity under Liability to the Public had **you** or **your family** been responsible for the injury or damage and
2. is made by a court within the United Kingdom, Isle of Man or Channel Islands and
3. is still outstanding six months after the date on which it is made and
4. is not the subject of an appeal.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Contents Section 28 – Garden plants

What is covered

We will pay you up to £500 for any one claim for loss or damage to plants and trees by contents sections 1, 3, 6 & 7 while in the open within the boundaries of the land belonging to the **home**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Contents Section 29 – Emergency entry

What is covered

Loss or damage to **contents** caused when the fire, police or ambulance service has to force an entry to the **buildings** because of an emergency involving **you** or **your family**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Contents Section 30 - Fatal accident

What is covered

If **you** or **your** spouse, domestic partner or civil partner living with **you** suffers accidental injury during the **period of insurance** which proves fatal within 12 months of its occurrence and occurs within the United Kingdom the Channel Islands or the Isle of Man as a result of:

1. Accident or assault.
2. Fire in the **home**.
3. An accident whilst travelling as a passenger on a public service vehicle.
4. Assault in the street.

We will pay £5,000 to the deceased's legal personal representative(s).

What is not covered

1. We will not pay where:
 - a. the person is over the age of 75 years
 - b. the incident is not reported to us within 14 days of death

Contents Section 31 – Downloaded audio/visual files

What is covered

We will pay up to £1,000 for any one claim for loss or damage to legally downloaded audio/visual files stored on **your** home entertainment equipment and/or mobile phone as a result of **contents** sections 1 to 11 insured by this section.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Contents Section 32 – House removal

What is covered

Accidental loss or damage to **contents** whilst in the course of removal by professional removal contractors from the **home** to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Accidental loss or damage:
 - a. to **money**
 - b. to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors
 - c. to jewellery
 - d. during sea transit
 - e. whilst the **contents** are in storage
 - f. caused by mechanical or electrical breakdown or failure.

Contents plus additional cover

Your **policy** schedule will show if this extension has been chosen.

Contents Section 33 – Additional accidental damage

What is covered

Accidental loss or damage to **contents** whilst in the **home** and to television aerials and satellite dishes whilst attached to the **home**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Any loss or damage specifically excluded under **contents** cover.
3. Accidental loss or damage:
 - a. by mechanical or electrical breakdown or failure
 - b. arising from the cost of remaking any film, disc or tape or the value of any information contained on it
 - c. caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing
 - d. by chewing, scratching, tearing or fouling by domestic pets
 - e. by wear and tear
 - f. by rot, fungus, insects or **vermin**
 - g. by the action of light or any atmospheric or climatic condition
 - h. by any gradually operating cause
 - i. to food, drink or plants
 - j. specifically provided for under **contents** cover
 - k. to computers or computer equipment:
 - i by erasure or distortion of data
 - ii by accidental erasure or mislaying or misfiling of documents or records
 - iii by viruses
 - iv by contamination
 - l. arising from depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming
 - m. while the **home** is **unoccupied** or **unfurnished**
 - n. while the **home** is lent, let or sub-let

Your policy cover - personal possessions

Your **policy** schedule will show if this section has been chosen.

Personal effects, valuables and **money** are included if they belong to **you** or **your family** or **you** or **they** are legally responsible for them and they are mainly used for private purposes.

What are personal possessions?

All of the following things are included provided that they belong to **you** or **your family** or **you** or they are legally responsible for them and they are mainly used for private purposes.

Personal effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried. For example, mp3 players, portable radios and TVs, hand held games consoles, mobile phones, sports equipment and pedal cycles. It does not include **valuables** or **money**.

Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Money

This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, **money** orders, travel tickets including season tickets, petrol coupons, gift tokens, phone cards, pre-booked event and entertainment tickets and electronic **money** cards.

If a reduced premium rate applies for items permanently kept in your bank we must be notified of their removal otherwise no cover will be operative.

What is the most we will pay?

We will pay **you** up to the sum insured shown in **your policy** schedule in total for personal possessions in **your policy** for any one claim. The sum insured for this section is included within the sum insured for **contents** cover and is not in addition to it.

The following limits apply:

1. For **money** – £500
2. For any one unspecified article – the unspecified personal possessions sum insured or £10,000 whichever is the lower.

These are the standard limits, if **you** have increased any of them, the revised limits which apply to **your policy** will be shown in **your policy** schedule.

Personal possessions Section 1 – Loss or damage

What is covered

Loss or damage to **valuables, money, personal effects** and belonging to **you** and **your family** whilst anywhere in the world.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage:
 - a. arising from the cost of remaking any film, disc or tape or the value of any information contained on it
 - b. caused by, or in the process of, cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering
 - c. caused by chewing, scratching, tearing or fouling by domestic pets
 - d. caused by rot, fungus, insects or **vermin**.
 - e. caused by any gradually operating cause or wear and tear
 - f. caused by theft or attempted theft from an unattended motor vehicle unless the item(s) are concealed from view all windows are closed and all doors including the boot are locked
 - g. to items not in the care, custody or control of **you**, or **your family** or an authorised person
 - h. caused by theft or attempted theft from an unlocked hotel room
 - i. by depreciation in value or other loss, damage or additional expense following on from the event for which **you** are claiming
 - j. by mechanical or electrical breakdown or failure

- k. to watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled **vehicles** (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but wheelchairs, models and toys are covered
- l. to parts, accessories, tools and fitted radios cassette players and compact disc players for the things excluded in (k) above
- m. by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or in or secured to a motor vehicle
- n. to any property mainly used for business, trade, profession or employment purpose
- o. to plants or any living creature
- p. to documents
- q. where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason
- r. specifically covered elsewhere in this **policy**
- s. to computers or computer equipment:
 - i by erasure or distortion of data
 - ii by accidental erasure or mislaying or misfiling of documents or records
 - iii by viruses
 - iv by contamination
- t. while the **home** is left **unoccupied** or **unfurnished**
- u. to property more specifically insured by any other insurance
- v. to lottery tickets and raffle tickets
- w. to strings, reeds or drum heads'

Personal possessions Section 2 – Credit card liability

What is covered

Your or your family's liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with **you**. We will pay up to £1,000 for any one claim.

Do not forget to immediately inform the police and issuing authorities in the event of a loss.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Any loss or claim unless you or **your family** have complied with the terms and conditions of the issuing authority.
3. Any loss or claim due to accounting errors or omissions.

Your policy cover - buildings

Your **policy** schedule will show if this section has been chosen.

What are buildings?

The structure of the **home** including fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, septic tanks, permanent swimming pools, fixed hot tubs or jacuzzis, ornamental ponds, fountains, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, statues, decking, railings, gazebos, pergolas, car ports, garages including garages on nearby sites, external lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, fixed recreational toys and brick built barbecues, laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used, inspection hatches and covers all supplying your **home** and **outbuildings**.

What is the most we will pay?

We will pay **you** up to the **buildings** sum insured shown in **your policy** schedule for any one claim under **buildings** sections 1–12, 14, 17 and 18. We will pay, in addition, amounts due under **buildings** sections 13, 15, 16 and 19 up to the limits shown.

Your policy covers loss or damage to the **buildings** for the following:

Buildings Section 1 – Storm or flood

What is covered

Loss or damage caused by **storm** or **flood**.

Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a **storm**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage:
 - a. by **subsidence**, ground **heave** or **landslip**
 - b. to gates, hedges, fences, drives or paths
 - c. to radio, television aerials or satellite dishes
 - d. by frost

Buildings Section 2 – Escape of water

What is covered

Loss or damage caused by escape of water from or frost damage to:

1. A fixed water installation.
2. A fixed drainage installation.
3. A heating installation.
4. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.

Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured section is operative.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage:
 - a. while the **home** is **unoccupied** or **unfurnished**
 - b. resulting in **subsidence**, ground **heave** or **landslip**
 - c. by dry rot

Buildings Section 3 – Escape of oil

What is covered

Loss or damage caused by escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vapourisation due to a defective oil fired heating installation.

Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured section is operative.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.

Buildings Section 4 – Subsidence, ground heave or landslip

What is covered

Loss or damage caused by:

1. **Subsidence** or ground **heave** of the site on which the **buildings** stand.
2. **Landslip**.

Damage to **your home** caused by the ground moving is covered whether this movement is downwards due to **subsidence**, upwards due to **heave** or sideways due to **landslip**.

Subsidence is the downward movement of a building foundation caused by loss of support of the site beneath the foundations. This is usually associated with **volumetric** changes in the subsoil and is covered by the **policy**.

Settlement is movement due to the distribution or re–distribution loading and stresses within the various elements of construction. This usually occurs in the early stages of the life of the building it is not normally a continuing problem and is not covered by the **policy**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage:
 - a. caused by normal **settlement**, shrinkage or expansion
 - b. resulting from coastal or river bank erosion
 - c. arising from construction, structural alteration, repair or demolition
 - d. arising from the use of defective materials, defective design or faulty workmanship
 - e. to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools, services tanks unless the **home** has been damaged at the same time by the same cause
 - f. to or resulting from movement of solid floor slabs and non load bearing walls, unless the foundations beneath the load bearing walls of the **home** are damaged at the same time by the same cause

Buildings Section 5 – Theft

What is covered

Loss or damage caused by theft or attempted theft.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage from the **home** if any part of it is occupied by anyone other than **you** or **your family**, unless there has been forcible and violent entry to or exit from the **home**.
4. Loss by deception unless deception is only used to gain entry to the **home**.

Buildings Section 6 – Collision

What is covered

Loss or damage caused by collision by aircraft, aerial devices, road or rail vehicles (or anything dropped from them) or animals.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage caused by **vermin**, birds, domestic pets or insects.

Buildings Section 7 – Falling trees

What is covered

Loss or damage caused by falling trees or branches.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. The cost of removal if the fallen tree or branch has not caused damage to the **buildings**.
3. Loss or damage caused during tree felling, lopping or topping.

Buildings Section 8 – Aerials, satellite dishes, telegraph poles or electricity pylons

What is covered

Loss or damage caused by the breakage or collapse of satellite dishes, TV or radio aerials, aerial fittings or masts, lamp posts, telegraph poles, electricity pylons, poles or overhead cables.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage to the items themselves.

Certain items may be covered under **contents** section 10. **Your policy** schedule will show if **you** have chosen this cover.

Buildings Section 9 – Fire, explosion, lightning or earthquake

What is covered

Loss or damage caused by fire, explosion, lightning or earthquake.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Smoke damage caused gradually from repeated exposure.

Buildings Section 10 – Malicious people

What is covered

Loss or damage caused by malicious people or vandals.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage while the **home** is **unoccupied** or **unfurnished**.
3. Loss or damage caused by persons lawfully in the **home**.

Buildings Section 11 – Riot and civil commotion

What is covered

Loss or damage caused by riot, civil commotion, strikes, labour and political disturbances.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Buildings Section 12 – Debris removal and building fees

What is covered

We will pay for any one claim for necessary expenses incurred during rebuilding or repairing the **buildings** as a result of damage covered by buildings cover for:

1. Architects, surveyors, consulting engineers and legal fees
2. The cost of clearing debris from the site or demolishing or shoring up the **buildings**
3. The cost to comply with government or local authority requirements.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Costs incurred after a notice to comply with any statutory regulations or local authority requirements have been served on **you**.

Buildings Section 13 – Keys and locks

What is covered

We will pay you up to £500 for any one claim for the cost of replacing keys and locks or lock mechanisms to:

1. External doors and windows of the **home**
2. A safe within or an alarm protecting the **home** following the theft of their keys.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. The cost of replacing keys and locks to a garage or **outbuilding**.

We will only pay under **contents** cover or **buildings** cover if both sections are insured for any one claim.

Buildings Section 14 – Alternative accommodation

What is covered

We will pay you up to £100,000 for any one claim while the **home** cannot be lived in because of loss or damage to **buildings** covered under **buildings** cover, for:

1. The increased cost of alternative accommodation for **you** and **your family** and **your** domestic pets or
2. The amount of rent and ground rent **you** and **your family** lose.

Buildings Section 15 – Emergency entry

What is covered

1. Loss or damage to the **buildings** caused when the fire, police or ambulance service has to force an entry into the **buildings** because of an emergency involving **you** or **your family**.
2. Re-landscaping of the gardens following damage caused by fire, police or ambulance services.

What is not covered

1. The amount of the **excess** shown in your policy schedule.

Buildings Section 16 – Contracting purchaser

What is covered

If you have contracted to sell the **home** the purchaser shall have the full protection of **your policy** in respect of the **buildings** up to the date of completion of the purchase as long as the **home** is not covered by any other insurance.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.

Buildings Section 17 – Property owner’s liability

What is covered

Any amount that **you** or **your family** become legally liable to pay as compensation (including claimant’s costs and expenses) arising from your ownership (but not occupation) of the premises which causes accidental death, bodily injury or illness to any person or damage to property. This includes cover for defective work carried out by **you** or **your family** or on **your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **you** or **your family** before the occurrence of bodily injury or damage in connection with such private residence. We will pay up to £2,000,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.

What is not covered

Your legal liability to pay compensation arising directly or indirectly from:

1. An agreement which imposes a liability on **you** which **you** would not be under in the absence of such agreement.
2. The use or occupation of the **home** for any business, trade, profession or employment.
3. Death or bodily injury illness or disease to any person who is a member of **your family** residing with **you** or any person under a contract of service.
4. Damage to property belonging to or under the control of **you** or a member of **your family** residing with **you**.
5. Death bodily injury or damage caused by lifts, hoists or **vehicles** other than motorised gardening equipment.
6. If **you** are entitled to indemnity under another insurance **policy**.
7. Arising more than seven years after this **policy** has expired or been cancelled.
8. For the cost of rectifying any fault or alleged fault.

Buildings Section 18 – Trace and access

What is covered

We will pay up to £5,000 for any one claim for necessary and reasonable costs that **you** incur in finding the source of damage to the **home** caused by:

1. Escape of water from a fixed water, drainage or heating installation.
2. Escape of oil from a fixed oil fired heating installation.
3. Accidental damage to cables, pipes, underground drain pipes or tanks providing services to and from the **home**.

This includes reinstating any wall, floor, ceiling, drive, fence or path removed or damaged during the search.

What is not covered

1. The amount of **excess** shown in **your policy** schedule.
2. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction, or installation of the pipes and drains.
3. The cost of repair of the source of the damage unless the cause is covered elsewhere in this **policy**.

Buildings Section 19 – Pipes and cables

What is covered

1. Accidental damage to cables, drain inspection covers and underground drains, pipes or tanks providing services to or from the **home** and for which **you** are responsible.
2. Up to £1,000 for breaking into and repairing an underground pipe for which **you** are legally responsible and which services the **home** where it is essential to clear a blockage.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Loss or damage to pitch fibre drains caused by inherent defects in design, material, construction, or installation of the pipes and drains.

If it is discovered that the cause is not accidental damage then unless one of the other sections is operative there will be no cover.

Buildings additional cover

Your policy schedule will show if this extension has been chosen.

Buildings Section 20 – Additional accidental damage

What is covered

Accidental damage to the **buildings**.

What is not covered

1. The amount of the **excess** shown in **your policy** schedule.
2. Accidental damage:
 - a. specifically excluded under **buildings** cover
 - b. by frost
 - c. by wear and tear or gradually developing deterioration **settlement** or shrinkage of the **buildings**
 - d. by fungus, insects or **vermin**, wet or dry rot
 - e. by chewing, scratching, tearing or fouling by domestic pets
 - f. by mechanical or electrical breakdown or failure
 - g. specifically covered elsewhere in this **policy**
 - h. arising from the alteration or extension of the **buildings** or the cost of maintenance or routine decoration
 - i. arising from faulty workmanship, defective design or use of defective materials
 - j. whilst the **home** is **unoccupied** or **unfurnished**
 - k. while the **home** is lent, let or sub-let

Endorsements

An **endorsement** only applies if its number is shown on **your** current **policy schedule**.

E01 – Minimum security requirements

If **you** suffer a loss and **you** do not have the security protections shown below

1. Fitted to the **home**, and
2. Put into full and effective operation:- when **you** and **your family** have gone to bed, and whenever the **home** is left unattended.

Then we will not pay any claim for theft, attempted theft, malicious damage or vandalism at your **home**.

Security protections

1. The door used as the final exit from the **home** is to be fitted with a suitable lock complying with British Standard 3621, which is a mortice deadlock of at least 5 levers or a key operated multi point deadlocking mechanism comprising of at least 3 locking points.
2. All other external doors are to be secured in a similar manner as described in 1 above, or fitted top and bottom with mortice or surface mounted bolts with detachable keys.
3. All ground floor and accessible windows to be fitted with key operated window locks with detachable keys.
4. Sliding patio doors to be fitted with key operated security locks top and bottom with detachable keys or the manufacturers' key operated integral multi point locking system.
5. Locks or padlocks fitted to all doors of domestic garages and **outbuildings**.
6. Keys must be removed from locks.

If endorsement E01 – minimum security requirement is shown in **your policy schedule** and **you** do not comply with its requirements, we will not pay any claim for theft, attempted theft, malicious damage or vandalism at **your home**.

E02 - Intruder alarm requirement

If **you** suffer a loss and **you** do not have an intruder alarm

1. Fitted to the **home** and
2. Put into full and effective operation:
When **you** and **your family** have gone to bed, and whenever the **home** is left unattended, with the keys removed to a place of safety.

Then we will not pay any claim for theft or attempted theft or malicious damage or vandalism at **your home**.

The intruder alarm must be installed by one of the following:

A company regulated by the National Security Inspectorate (NSI) which incorporates the National Approval Council for Security Systems (NACOSS); or

A company regulated by the Security Systems and Alarm Inspection Board (SSAIB).

The intruder alarm must be maintained in full working order under a maintenance contract by the alarm installer. **You** must inform the intruder alarm company immediately of any fault discovered in the alarm system. **You** must inform us immediately of any written notification from the police authorities about the withdrawal or possible withdrawal of police response to alarm calls.

E03 - Unoccupancy conditions

Until the **home** is permanently occupied:-

- The water, gas and electricity supplies are to be turned off at the mains and the water system drained; or
- The central heating system is to be set to operate continually with the thermostat set at a minimum temperature of 15 degrees centigrade during the period November to March, with those services unnecessary for its operation turned off/drained; and
- The **home** is to be inspected at least once every 7 days by a responsible adult.

We will not pay for loss or damage which arises from failure to comply with any or all of the above conditions.

E04 – Child minding

It is agreed that where the proposer and/or spouse/domestic partner/civil partner are involved in childminding at the **home**, accidental damage cover under contents section 33 – Additional accidental damage and **buildings** section 20 - Additional accidental damage, is excluded whilst the children and/or their parents/guardians are on the premises.

Cover is subject to:-

- There being no more than 3 children being looked after at any one time (excluding **your** own children).
- There being no staff employed to assist in the child minding activities.
- The child minder being registered with the local authority.

E05 – Safe keys clause

Contents section 3 – Theft, does not cover theft from safes unless all keys and duplicate keys for the safe are removed from the **home** when it is left unattended.

E06 – Fire extinguishers clause

At least two fire extinguishers must be installed in the **home**, one of which must be sited in the kitchen.

E07 – Flat roof clause

The flat roof must be inspected at least once every eight years by a builder/roofer and any necessary repairs carried out immediately.

E08 – Pedal cycle shackle lock

Theft in respect of unattended pedal cycles not stored in the **home** is excluded unless they are secured by a 'D'- shaped shackle lock designed for use with pedal cycles.

E09- Boarders, lodgers and paying guests

Cover under Sections - **buildings** and **contents** is subject to the following:-

- (a) We shall not be liable under this **policy** in respect of bodily injury to any boarder, lodger or paying guest.
- (b) This insurance does not apply to any property belonging to any boarder, lodger or paying guest.
- (c) We must be notified at once if at any time during the period of this insurance more than 3 boarders, lodgers or paying guests are accommodated in **your home**.

E10 – Business visitors

Buildings Section 17 – Property owners' liability cover is hereby extended to include business visitors. **Business equipment**, liability, stock, **money**, tools of trade and goods in trust are excluded from cover.

Notes

How to make a complaint

We want to provide you with a high level of customer service. However, if you're not happy about something, please tell us.

Email: customerrelations@hastingsdirect.com Tel: 0800 035 4801

**Customer relations department, Hastings Essential, Conquest House,
Collington Avenue, Bexhill-On-Sea, TN39 3LW**

If you need to make a complaint, we'll make every effort to resolve it as quickly as possible. If your complaint requires further investigation, we'll send you a written acknowledgement, typically within five working days.

We'll provide you with a final response, usually within four weeks, or explain our position and provide timescales for responding. If dealing with your complaint fully takes longer than four weeks we'll keep you fully informed of the position until we're able to provide you with a final response.

The Financial Ombudsman Service

If we can't give you a final response within eight weeks of the initial date of your complaint, or if you're not satisfied with our response, you can refer the dispute to the Financial Ombudsman within six months of receiving our final response letter.

Their contact details are: Financial Ombudsman Service, Exchange Tower,
Harbour Exchange Square, London E14 9SR

Email: complaint.info@financial-ombudsman.org.uk Tel: 0800 023 4567

Opening hours: Monday – Friday 8am – 8pm, Saturday 9am – 1pm

Financial Services Compensation Scheme (FSCS)

Hastings Direct and your insurers are members of the Financial Services Compensation Scheme.

You may be entitled to compensation from the FSCS if the liabilities are not met under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90% without any upper limit. Further information about the compensation scheme is available from the FSCS. Information can be obtained on request using the details below or on the website: www.fscs.org.uk

Email: enquiries@fscs.org.uk Telephone: **0800 678 1100**

**The Financial Services Compensation Scheme, 10th Floor Beaufort House,
15 St Botolph Street, London EC3A 7QU**

Calls to numbers starting 0800 or 0808 are free from all mobile phones and landlines in the UK. This insurance is not available in the Isle of Man or the Channel Islands. Hastings Insurance Services Ltd, trading as Hastings Essential, is authorised and regulated by the Financial Conduct Authority (register number 311492.) Registered in England and Wales, 3116518. Registered Office: Conquest House, Collington Avenue, Bexhill-on-Sea, East Sussex TN39 3LW.

Contact details

You can check or change your details and renew your policy online through MyAccount: www.hastingsdirect.com/myaccount
Have your policy number handy.

Customer service department: **0800 035 4801**

Email: customerrelations@hastingsdirect.com

Calls to numbers starting 0800 or 0808 are free from all mobile phones and landlines. Calls to 0844 numbers are charged at 5p per minute from a BT landline. Calls from other networks and mobile phones will vary. Please check with your network operator.

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Multi car Insurance	0800 101 8176
Bike Insurance	0800 101 8177
Van Insurance	0800 101 8179