

# Essentials

Buildings and Contents Insurance

Policy Booklet



1	Introduction
3	How To Use Your Policy
4	Premium Collection
4	Customer Service
5	General Information
7	Definitions
9	General Conditions
11	General Exclusions
13	Section 1 - Buildings
20	Section 2 - Contents

# Introduction

## Contract of Insurance

This is Your Essentials Home Insurance Policy arranged and administered by Select & Protect. This policy, the application form and the Schedule of Insurance with any endorsements shown on it and any changes to Your insurance policy contained in notices issued by Us during the term of Your policy, together form the insurance contract. Please read all these documents very carefully. If You are unsure of the meaning of any part of this policy or it does not meet Your requirements, please let Select & Protect know as soon as possible. In return for You paying Your premium, We will provide the cover shown in Your Schedule of Insurance on the terms and conditions of this policy during the Period of Insurance. Our provision of insurance under the policy is conditional upon You observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## Changing Your mind

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

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

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

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

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

## Useful and important information about Your insurance

- Insurance does not cover Your property against everything that can happen so please read Your policy carefully to make sure You understand what it covers and the limits which apply.
- It is Your responsibility to look after and regularly maintain Your property. Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. Areas commonly prone to 'wear and tear' on a building include guttering, flat roofs, fascia boards and boundary walls, and these should all be checked on a regular basis.
- Your policy describes certain things which You are required to do to make sure that You are protected and that Your policy cover operates fully. For example, You must:
  - tell us about changes which could affect Your policy (see page 3)
  - make sure that Your Sums Insured are high enough to cover the property to be insured (see pages 18 and 27)
  - take reasonable care of Your property (see page 9).
- It is Your responsibility to prove any loss therefore We recommend that You keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with Your claim.

## Important Numbers

Need more information? We're here to answer all Your questions.

Simply phone:

**Policy Queries: 0845 345 6800**

between 8.00am and 6.00pm Monday to Friday (9.00am to 2.00pm Saturday) or email:

**customer.services@select-protect.co.uk**

**Claims Line: 0845 345 6800 (press 1 for a new claim)**

The claims team can be contacted between 8.00am and 6.00pm, Monday to Friday.

Outside of these hours a 24 hour service is provided for emergency new claim notifications on the above number above. Alternatively, email us at:

**claims@select-protect.co.uk**

# How To Use Your Policy

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

## What cover do I have?

Your policy is divided into sections. To find which sections apply, please check Your Schedule of Insurance. This also tells You what limits apply to Your cover.

## Important

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

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

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

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

Trace and accessing damaged pipework

Theft of money

Selling your home cover

Theft from unattended vehicles

Personal Belongings

Away from Home cover

Cover for child at University

Emergency Access

Accidental Damage (this policy offers basic accidental damage cover for damage to fixed glass, sanitary fixtures, cables and underground services only).

## What amounts should I insure?

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

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

For Contents, this means the full cost of replacing all the property at today's prices.

You can change the amount that You have insured at any time and should do so if You do not think that You currently have the right amount of insurance cover. It's important that You insure for the full amount as the Level of Indemnity for the Buildings or the 'Sums Insured' for Contents are the maximum that We will pay in the event of a claim.

## What do I need to do if my circumstances change?

Your policy has been based upon the information that You have given Us about You and Your property. You **MUST** tell Select & Protect immediately of any changes to the answers You have given Us in Your application form and/or Statement of Fact or on Your Schedule of Insurance, or any other changes in Your circumstances which might affect Your Insurance, for example:

- change of address;
- a change to the people insured, or to be insured;
- if your sum insured levels are not adequate;
- if Your Home will be left Unoccupied for more than 30 days in a row;
- Cautions or criminal convictions of the people insured, or to be insured.

If you are in any doubt, please contact Select & Protect. When We are notified of a change, We will tell You if this affects Your Insurance, for example whether We are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to Your policy. If We are not told about a change it may affect any claim You make.

## Premium Collection

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

On or shortly after the first working day of each month Your premium for one month's cover will be charged direct to Your bank account. This monthly premium is made up of the cost of the insurance cover together with a fee for the administration of your policy, full details of which can be found detailed in Your Policy Schedule. The first debit of Your premium will be on or after the start date of your policy and will be as shown on the policy schedule. You must make sure that there are sufficient funds in Your bank account at that time to meet Your premium.

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

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

## Customer Service

You are important to Us. As a valued customer You are right to expect fairness and a swift and courteous service at all times. We recognise that sometimes You may feel unhappy with Us. To help Us improve, We would appreciate Your honesty in telling Us about Your experience of Our service – Your feedback can make all the difference.

### What will happen if You complain?

We will acknowledge Your complaint within 2 working days. We aim to resolve complaints, following assessment and investigation as quickly as possible. Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update within 10 working days of receipt and give You an expected date of response.

### What should You do if You have a complaint?

#### Step 1

Please contact **Select & Protect, PO Box 5730, Southend-on-Sea SS1 2ZT** or call **0845 345 6800**.

#### Step 2

If You remain dissatisfied or feel that Your complaint remains unresolved, please write to the Chief Executive of the Insurer shown in Your Schedule of Insurance. Giving Us Your policy number in any correspondence will help Us, thank you. A review of the matter will then be carried out at a senior level and a final decision given.

#### Step 3

If after making a complaint to Us, You are still unhappy and feel the matter has not been resolved to Your satisfaction, please contact the **Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR** or phone **0845 080 1800**. The Ombudsman will only consider Your complaint if You've already given Us the opportunity to resolve it.

Following these procedures will not affect Your right to take legal action.

## Telephone Call Recording

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

# General Information

## Insurer

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

## Choice of Law

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

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

## Use of Language

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

## Financial Services Compensation Scheme

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

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to **Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsofen Street, London E1 8BN.**

## Customers with Disabilities

This policy and other associated documentation is also available in large print, audio and Braille. If You require any of these formats, in the first instance, please contact: Select & Protect, PO Box 5730, Southend-on-Sea, SS1 2ZT or telephone Us on: 0845 345 6800.

## Data Protection Act – Information Uses

For the purpose of the Data Protection Act 1998, the Data Controllers in relation to any personal data You supply are Select & Protect and the Insurer shown in your Schedule of Insurance.

## Insurance Administration

Information You supply may be used for the purposes of insurance administration by the Insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes. Your information will be used in the annual review of Your policy, and may also be used for research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside of the European Economic Area for any of these purposes and for systems administration. Where this happens, We will ensure that anyone to whom We pass Your information agrees to treat Your information with the same level of protection as if We were dealing with it. If You give us information about another person, in doing so You confirm that they have given You permission to provide it to Us and for Us to be able to process their personal data (including any sensitive personal data) and also that You have told them who We are and what We will use their data for, as set out in this notice. In assessing any claims made, the Insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions).

Information may also be shared with other Insurers either directly or via those acting for the Insurer (such as loss adjusters or investigators).

With limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

## Sensitive Data

In order to assess the terms of the insurance contract or administer claims that arise, the Insurer may need to collect data that the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this policy You will signify Your consent to such information being processed by the Insurer or its agents.

## Fraud Prevention and Detection

In order to prevent and detect fraud We may at any time:

- Share information about You with other organisations and public bodies including the Police;
- Undertake credit searches and additional fraud searches;
- Check and/or file Your details with fraud prevention agencies and databases, and if You give Us false or inaccurate information and We suspect fraud, we will record this.

We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for You and members of Your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage Your accounts or insurance policies;
- Check Your identity to prevent money laundering, unless You furnish Us with other satisfactory proof of identity.

We can supply on request further details of the databases We access or contribute to.

## Claims Procedure

We aim to provide a high level of service and to deal with Your claim quickly and fairly. It is Our intention to act as a fair Insurer communicating with You, Our customer, using plain, easy-to-understand language and aiming to settle claims within the shortest possible time.

If You need to make a claim, the following procedure should help guide You through the process. First read the Schedule of Insurance and policy wording to check You are covered, then:

- 1 Contact Select & Protect by telephone on **0845 345 6800** to report the claim. They will advise You whether a claim form needs to be completed and how they will progress Your claim.
- 2 If You are required to complete a claim form, please send it to Select & Protect fully completed as soon as practically possible. Please send all details and documents that We request.

## Guaranteed Repairs

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

## Administration Charge

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

# Definitions

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

## Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

## Bedroom

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

## British Isles

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

## Buildings

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

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

## Contents

Household items and personal belongings up to the limits shown on your Schedule of Insurance:

- that You own
- that You are legally responsible for

The definition of Contents does not include:

- personal money
- securities (stocks and shares) and documents of any kind
- Motorised Vehicles, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these
- any part of the structure of Your Home including ceilings, wallpaper and the like

- items used for business or professional purposes; or
- any living creature

## Excess

The amount You will have to pay towards each separate claim.

## Home

The house or flat and its outbuildings (including garages), at the address shown in the Schedule of Insurance, all used for domestic purposes.

## Business Equipment

Office furniture and office equipment including computers, printers, typewriters, fax machines, photocopiers and answer phones all used for business or professional purposes.

## Motorised Vehicle

Any electrically or mechanically powered vehicle other than:

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

## The Period of Insurance

From the start date shown on Your Schedule of Insurance and shall continue for such period for which the monthly premiums continue to be paid by You and accepted by the Insurer.

## Personal Money

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

## Road Traffic Acts

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

## Schedule of Insurance

The document We sent You:

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

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

## Select & Protect

**Select & Protect, PO Box 5730, Southend-on-Sea SS1 2ZT tel: 0845 345 6800** (the arrangers and administrators) authorised and regulated by the Financial Services Authority.

## Sum Insured

The amount shown on Your Schedule of Insurance as the most We will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any clause.

## Unoccupied

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

## Valuables

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

*Please note:*

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

## We, Our, Us

The Insurer shown in Your Schedule of Insurance.

## You, Your

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

# General Conditions

The following conditions apply to this contract of insurance:

## 1 Your duty to disclose information

It is Your responsibility to provide complete and accurate answers to the questions We ask when You take out Your insurance policy, throughout the life of Your policy, and when You renew Your insurance.

Please note that if You fail to disclose any material information to Your Insurer(s) (these are facts that the Insurer would regard as likely to influence the assessment and acceptance of this policy) this could invalidate Your insurance cover and could mean that part or all of a claim may not be paid.

If You are unsure as to what facts would influence Your policy, please contact Select & Protect.

## 2 Your duty to prevent loss or damage

- You and any other person this insurance applies to must take all reasonable precautions to prevent accidents, loss or damage.
- All property insured by this policy must be maintained in good condition.
- Your policy is intended to cover You against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

## 3 Your policy

Your policy includes:

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

## 4 Claims

Your duties:

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

- tell the police immediately about any property which has been lost, stolen or maliciously damaged, and get a crime reference number
- contact Us as soon as reasonably possible and

provide all the information and help We need

- do all You reasonably can to get back any lost or stolen property and tell Us without unnecessary delay if any property is then returned to You
- call Us if You receive any information or communication about the event or cause
- avoid discussing liability with anyone else without Our permission.

Proof of value and ownership:

To help You prove any loss, We recommend that You keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with Your claim.

Our rights:

We may:

- require You to establish to our reasonable satisfaction that loss or damage has been caused during the period of insurance cover, by one or more of the causes for which this policy provides cover.
- inspect any item or property for which You are claiming. You must not sell, throw or give away any item or property for which You are claiming without Our prior written consent. You must take reasonable steps to protect the item or property from further loss or damage;
- take over and defend or settle any claim in Your name;
- prosecute (in Your name for Our own benefit) any claim for indemnity or damages otherwise.

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

Limit:

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

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

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

## 5 Fraud

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

## 6 Other insurance

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

## 7 Cancellation

Following the expiry of Your statutory cooling off period (see page 1 "CHANGING YOUR MIND" for details) You may cancel this policy at the end of any month by writing to Select & Protect or telephoning Select & Protect on 0845 345 6800. Select & Protect will need to receive Your written or verbal instructions to cancel at least 7 days prior to the last day of the month. Cancellation of Your policy may be subject to a £25 administration fee charged by Select and Protect.

We, or any agent We appoint and who acts with Our specific authority, may cancel the policy at the end of any month by giving You at least 30 days written notice to Your last known address - please refer to "PREMIUM COLLECTION" on page 4.

## 8. Index linking of Sums Insured

The Sum Insured under the Contents Sections may be increased at the end of each month if the:

- General Index of Retail Prices or other suitable index increases for Contents.

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

## 9 A change in circumstances

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

## 10 Assignment and surrender value

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

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

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

## 12 Amending the terms and conditions

We may amend the terms and conditions of this insurance:

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

We and/or the Insurer may, after taking a fair and reasonable view and no more than once in any 12 month period, make changes to your premiums and/or policy cover and/or terms and conditions of insurance, to reflect changes in expectations of the future cost of providing cover. Premiums and/or policy cover may go up or down but will not recoup past losses. When doing so one or more of the following may be considered:

The Insurer's experience and expectations of the cost of providing this insurance and/or other insurance of a similar nature underwritten by the Insurer;

- Information reasonably available to us and/or the Insurer on the actual and expected experience of underwriters of similar types of insurance;

Widely available economic information such as inflation rates and interest rates; and/or

- The cost of administering your policy.

Any change made under this section will be notified to you in writing at least 30 days in advance.

In addition to the above we and/or the Insurer may at any time make changes to:

your premiums and/or policy cover and/or terms and conditions of insurance to reflect changes (affecting the Insurer or your policy) in the law or regulation or the interpretation of law or regulation, or changes in taxation;

- your policy cover and/or terms and conditions of insurance to reflect decisions or recommendations of an Ombudsman, regulator or similar person, or any code of practice, with which we and/or the Insurer intend to comply; and/or

- your policy cover and/or terms and conditions of insurance, in order to make them clearer and fairer to you or to rectify any mistakes that may be discovered in due course.

Any change made under this section will be notified to you in writing at least 30 days in advance. There is no minimum period between changes that can be made under this section.

You are free to cancel your policy in accordance with the Cancellation section of this Policy following notification of any such change.

### 13 Your duty to keep to the conditions of this policy

To be covered by this insurance You must keep to the terms, conditions and Clauses of this policy.

### 14 Arbitration

If We have accepted Your claim but disagree regarding the amount to be paid, an arbitrator will decide the matter. You and We must agree on an arbitrator in line with the law at the time. You must wait for the arbitrator's decision before You can take any legal action against Us.

## General Exclusions

We do not cover:

- 1 Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event:
  - pressure waves caused by aircraft or similar craft travelling at sonic or supersonic speeds
  - radiation or the effects of radiation (including contamination by radioactivity from any nuclear fuel or from the combustion of nuclear fuel) or the other hazardous effects of any explosive nuclear assembly (or its components)
  - nationalisation, confiscation, requisition or destruction of Your property by the order of a government or statutory power.
- 2 Any loss in value in Your property as a result of loss or damage covered under this policy.
- 3 Any loss, damage, liability or injury which is covered under any other insurance. This does not include any Excess which may be covered under the other insurance if You had not taken out this insurance cover.
- 4 Any loss of or damage to property or liability or injury from the pollution or contamination of any land if the pollution or contamination:
  - happens before the start of Your period of insurance, or
  - was the result of a deliberate act, or
  - was expected and not the result of a sudden, unforeseen event.
- 5 **War**

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

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

## **Terrorism**

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

a. the use or threat of force and/or violence

and/or

b. harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means

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

## **Other Actions**

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

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

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

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

## **9 Deliberate Acts**

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

# Section 1 - Buildings

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

## What is Covered

### The Buildings

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

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

## What is NOT covered

(See also General Exclusions on page 11)

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

- additional excess of £1,000 or as shown in the Schedule of Insurance, whichever is the greater) for subsidence, heave and landslip under the Building Section

- additional excess of £100 for Accidental Damage under the Buildings and Contents sections

- additional excess of £500 for Escape of Water claims under the Buildings and Contents sections

Your policy does not cover wear and tear. Please refer to Page 1 "Useful and important information about Your insurance" for more information.

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

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

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

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

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

# Section 1 - Buildings

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

## What is Covered

- 3 Storm or flood
  
- 4
  - (a) Water escaping from water tanks, pipes, equipment or fixed heating systems
  - (b) Water freezing in tanks, equipment or pipes
  
- 5 Fuel leaking from a fixed heating system.
  
- 6 Subsidence or heave of the land that the Buildings stand on, or landslip.

## What is NOT covered

- Loss or damage by frost.
- Loss of or damage to fences, gates and hedges.
  
- Loss or damage that happens after the Home has been left Unoccupied.
- Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Home.
- Subsidence, heave or landslip caused by water escaping from the Home.
- Loss or damage that happens after the Home has been left Unoccupied.
  
- Loss or damage that happens after the Home has been left Unoccupied.
  
- Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the Home, unless We also accept a claim for subsidence, heave or landslip damage to the Home.
- Damage if You knew when this policy started that any part of the Buildings had already been damaged by subsidence, heave or landslip, unless You told Us about this and We accepted it.
- Damage caused by riverbank or coastal erosion
- Damage to solid floors caused by infill materials settling or shrinking, or by faulty or unsuitable materials or poor workmanship.
- Damage caused by normal settlement or shrinkage, or by recently placed fill materials moving.
- Loss or damage covered under a NHBC certificate or other similar guarantee.
- Damage caused by faulty materials, design or poor workmanship.

# Section 1 - Buildings

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

## What is Covered

7 Theft or attempted theft.

8 Being hit by:

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

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

10 Falling trees or branches.

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

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

## Other expenses

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

- (a) Architects' and surveyors' fees necessary for restoring the Buildings.

The amounts We pay for these fees must not be higher than that authorised by the relevant professional institute.

- (b) The necessary cost of removing debris and demolishing or supporting the damaged parts of the Buildings, which We have agreed to pay.
- (c) The cost of meeting building regulations or municipal or local authority bye-laws.

## What is NOT covered

Loss or damage caused by:

- You, or
- paying guests or tenants.

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

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

Costs You have to pay for:

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

Under (a) Fees for preparing any claim.

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

# Section 1 - Buildings

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

## What is Covered

### Replacement Locks

If keys to the locks of:

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

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

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

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

We will also pay for:

- rent payable to You;
- any reasonable extra accommodation expenses;

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

### Damages to services

Accidental Damage to:

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

that You are legally responsible for.

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

## What is NOT covered

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

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

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

# Section 1 - Buildings

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

## What is Covered

### Fixed glass and sanitary fittings

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

### Your liability to the public

(see Important Note below)

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

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

happening during the period of insurance and arising:

- (a) from You owning the Buildings; or
- (b) under Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, for any Home You previously owned and occupied or leased and occupied.

## What is NOT covered

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

Liability in connection with:

- You occupying the building and its land;
- any accidental bodily injury or illness to any domestic employee if the injury or illness happens as a result of or in the course of their employment
- loss of or damage to property which belongs to You or is in Your care
- any Motorised Vehicle
- under any agreement, unless You would have been liable without the agreement

## Important note

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

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

If You are the owner and occupier of the Buildings, please remember that this Buildings insurance does not cover Your legal liability as the occupier of the Home or its land. To protect Yourself, You will need to arrange Contents insurance which provides occupier's liability cover.

## Defective Premises Act 1972

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

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

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

# Section 1 - Buildings

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

## What is Covered

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

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

## Level of Indemnity condition

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

## Settling Buildings claims

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

## What We will pay

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

## What is NOT covered

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

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

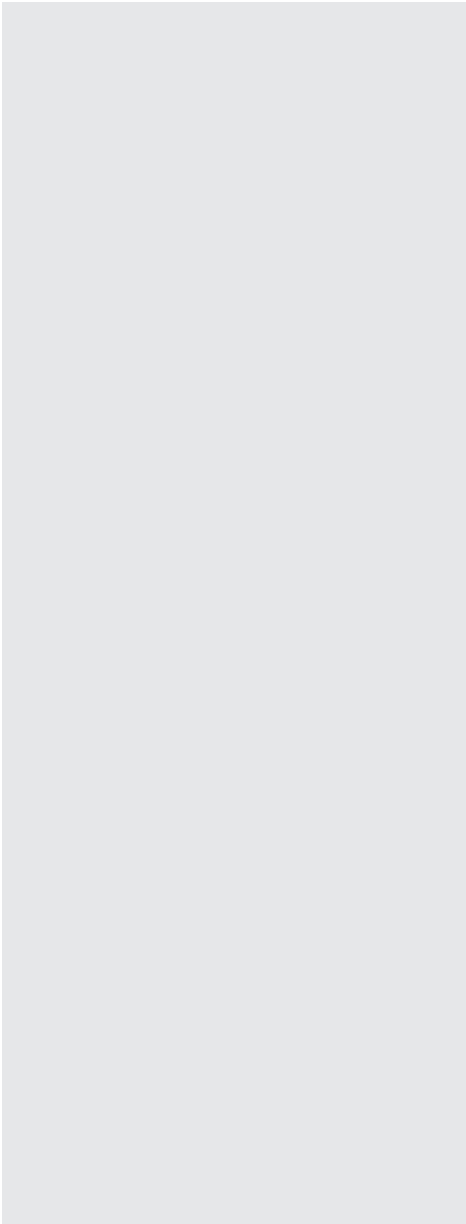
We will not pay for any reduction in the market value of the Home after the damaged parts of the Home have been replaced, reinstated or repaired.

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

# Section 1 - Buildings

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

## What is Covered



## What is NOT covered

### Pairs, sets and suites

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

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

# Section 2 - Contents

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

## What is Covered

### Contents in the Home

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

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

## What is NOT covered

(See also General Exclusions on page 11)

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

Property insured by any other policy.

Personal Money

Any amount greater than:

£2,000 for a Contents single item

£1,000 for a Valuable single item

£3,000 in total for Valuables

£250 for any single pedal cycle

£500 in total for pedal cycles

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

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

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

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

## Section 2 - Contents

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

### What is Covered

- 3 Storm or flood.
- 4 Water escaping from water tanks, pipes, equipment or fixed heating systems.
- 5 Heating fuel leaking from a fixed heating system.
- 6 Subsidence or heave of the land that the Home stands on, or landslide.
- 7 Theft or attempted theft.

### What is NOT covered

We will not cover loss or damage that happens gradually

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

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

Damage caused by riverbank and coastal erosion.

Damage caused by faulty materials, design or poor workmanship

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

Theft by deception, unless deception is used only to get into the home

Theft:

- if You live in a self-contained flat and the theft is from any part of the Building that other people have access to; or
- if You live in a non-self-contained flat, unless someone has broken into or out of the Building by using force and violence or has got into the Building by deception.

Theft from communal garages or outbuildings, unless someone has broken into or out of the communal garage or outbuilding by using force or violence.

Loss or damage caused by:

- You; or
- paying guests or tenants.

We will not pay more than £500 for any one incident of theft from outbuildings (other than garages).

# Section 2 - Contents

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

## What is Covered

- 8 Being hit by:
- (a) aircraft or other flying objects, or anything falling from them; or
  - (b) vehicles or animals.
- 9 Falling radio and television aerials and dishes, and their fittings and masts.
- 10 Falling trees or branches.

## Contents Temporarily removed from the Home

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

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

## What is NOT covered

Under 8 (b) Loss or damage caused by domestic animals.

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

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

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

Under (b) We will not cover:

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

## Section 2 - Contents

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

### What is Covered

#### Credit and Debit cards

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

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

#### Glass and mirrors

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

#### Contents in the open

Loss of or damage to Contents by any of the causes listed under Contents in the Home happening in the open on land belonging to the Home.

#### Replacement Locks

If keys to the locks of:

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

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

### What is NOT covered

We will not cover:

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

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

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

We will not cover:

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

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

# Section 2 - Contents

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

## What is Covered

### Food in Freezers

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

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

### Digital Information cover

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

### Alternative accommodation

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

### Household removals

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

### Religious Festivals

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

## What is NOT covered

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

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

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

Loss or damage caused by computer viruses.

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

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

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

## Section 2 - Contents

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

### What is Covered

#### Wedding gifts

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

#### Business Equipment

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

#### Occupier's and Personal liability

(see Important Note below)

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

### What is NOT covered

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

We will not cover:

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

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

#### Important note

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

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

#### Dangerous Dogs Act 1991

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

# Section 2 - Contents

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

## What is Covered

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

happening during the period of insurance in:

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

and arising:

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

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

## What is NOT covered

Liability in connection with the following:

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

Any claim involving domestic employees.

## Section 2 - Contents

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

### What is Covered

#### Tenant's liability

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

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

#### Title deeds

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

#### Sum Insured condition

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

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

### What is NOT covered

Loss or damage excluded in Contents In The Home.

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

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

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

We will not pay more than £250.

# Section 2 - Contents

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

## What is Covered

### Settling Contents claims

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

A deduction for wear and tear will apply for:

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

### What We will pay

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

### For Valuables:

- (a) We will not consider any one item to be worth more than the Valuables single article limit shown on Page 20; and
- (b) the total value of all Valuables must not be more than the limit shown on page 20

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

## What is NOT covered

### Pairs, sets and suites

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

- a set (other than a pair)
- a suite; or
- any other item of a uniform nature, design or colour, including carpets, when damage happens to a specific part or within a clearly identifiable area and replacements cannot be matched.

# Notes



Select & Protect is authorised and regulated by the Financial Services Authority. Our customers are protected through our membership of the Financial Services Compensation Scheme and the Financial Ombudsman Service. Its status is that of an intermediary dealing with all administration of insurance policies, including claims handling and premium collection.

Select & Protect offers a range of personal insurances, details of which are available on request.

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