# first 2 protect



Your Contents Tenants Policy Wording

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# Welcome

Thank you for choosing First2Protect for your home insurance.

First2Protect aims to provide you with outstanding customer service at all times and make insuring through us as easy as possible.

In this booklet, you will find everything you need to know about your cover, including what is covered and what is not.

You can access your policy on the First2Protect portal using the below link, the portal allows you to:

- View your documentation
- Make changes to your quotes or policy
- · Renew your policy
- Quote a new property

https://portal.first2protect.co.uk

#### Terms and purpose of cover

Please read this policy wording, your policy schedule, your insurance product information document and your insurer information document carefully so that you know what you are insured for. Make sure that you read the general exclusions, general conditions and, if shown in your policy schedule, any endorsements that apply. If the cover does not meet your requirements or if you have any questions, please contact First2Protect at your earliest opportunity.

This is a legally binding contract of insurance between you and your insurer (as shown in your current policy schedule). The legally binding contract includes this policy wording and your policy schedule. Your statement of fact is a record of the information provided or validated by you, in order for the contract to be offered.

Your insurer has agreed to insure you for the period of insurance under the terms, conditions and exclusions in this policy wording and any endorsements that apply. You are insured for any liability, loss or damage that happens, subject to any exclusion in this policy wording or any endorsements applied. This is provided you have paid or agreed to pay the premium and you meet all the conditions set out in this policy wording.

Please read the statement of fact carefully as this is a record of the information provided or validated by you and is the means to identify the information collected in order to offer the contract. If there are any inaccuracies or omissions you should contact First2Protect immediately to enable First2Protect to issue a replacement statement of fact and advise you of any resultant changes in terms or premium. Your insurer reserves the right to refuse this insurance if the amended information disclosed renders this risk unacceptable.

#### Changes to your circumstances

Please tell First2Protect at the earliest opportunity if there are any changes to your circumstances which could affect your insurance.

Please refer to General Condition 11 of this policy wording for an explanation of the changes we need to know about.

If your circumstances change and you do not tell First2Protect, you may find that you are not covered if you need to make a claim.

#### Making a claim

Check your policy schedule and this policy wording, which give details of what is covered and what is not covered.

Follow the General Conditions and General Exclusions of this policy wording.

Please call the number shown on your insurer information document at your earliest opportunity.

If you have any questions, please contact First2Protect.

# The meaning of words

Where words are highlighted within this Policy Wording in bold, the meaning of these words are defined below.

Accidental Damage - Visible damage caused suddenly and unintentionally by unexpected means. This definition does not include damage caused by wear and tear, anything which happens gradually or faulty design or faulty materials.

Aggravated damages - These are damages that are awarded when your behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.

Contents - Items that you own, are legally responsible for or belonging to domestic employees who live with you.

The definition of contents includes:

- · Household items
- · Personal possessions
- Fixtures and fittings which belong to you as the tenant of the home
- Valuables up to £5,000 (subject to a £2,000 single article limit)
- Personal money up to £750
- Visitors personal possessions up to £1,000
- Home working equipment up to £10,000

The definition of contents does not include:

- Contents insured under any other insurance policy
- Securities (stocks and shares) and documents of any kind except for title deeds
- Motorised vehicles, aircraft, boats, caravans, trailers, and the parts, spares and accessories of any of these
- Boards and craft designed to be used on or in the water and the parts, spares and accessories of any of these but not including surf and paddle boards
- Any part of the structure of the home;
- Items used for business or professional purposes other than home working equipment
- · Any living creature
- Landlord's fixtures and fittings
- · Carpets whether fitted or not

Dangerous Animal- An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

Domestic Employees - A person employed by you to carry out domestic duties associated with the home, but not if employed by you in any capacity in connection with any business, trade, profession or employment.

Electronic Data - Information, facts, concepts,

code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by an electronic device.

Endorsement - Changes to the terms and conditions of your policy which will be shown in your policy schedule.

Excess - The amount you have to pay if you make a claim. The excess amounts are shown in your policy schedule.

Family - You or any of the following people providing they normally live with you, your husband, wife or partner, children (including foster children), your relatives, your domestic employees.

Fixtures and Fittings - Built-in furniture, built-in domestic appliances, kitchen units and work tops, light fittings, fixed glass and sanitary ware, fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters, fixed wall, floor and ceiling coverings (not including carpets).

Heave - Upward movement of the ground beneath the buildings as a result of the soil expanding.

Home - The private dwelling at the address shown in your policy schedule including the land, permanent outbuildings, stables and garages (including car ports) at the same residence and used for domestic purposes only.

Home Working Equipment - Office furniture and office equipment, including computers, printers, typewriters, fax machines, photocopiers and answer phones all used for business or professional purposes. Cover excludes any property held as trade stock.

Injury - Bodily injury, death, disease, illness or shock.

Insurer Information Document - A printed or printable document showing important information for the insurer named in your policy schedule.

Insurance Product Information Document - A printed or printable document showing important information relating to the policy you have chosen.

Landslip - Downward movement of sloping ground.

Liquidated damages - These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

# The meaning of words

Malicious Acts - A wilful act to cause damage with wrongful intention.

Motorised Vehicles - Any electrically or mechanically powered vehicle:

#### Including:

- Plant machinery, mini diggers, fork lift trucks
- Pedestrian-controlled aircrafts and drones
- Electrically powered scooters, quad bikes, motorcycles, hover boards & segways

#### Not including:

- Vehicles used only as domestic gardening equipment such as ride on lawn mowers within the boundaries of the land belonging to the home
- Vehicles designed to help disabled people (as long as the vehicles are not required to be registered for road use);
- Pedestrian-controlled toys and models (this does not include aircrafts and drones)
- Electrically powered children's ride ons, electrically powered pedal cycles (cycles must be fitted with pedals that are capable of propelling it, maximum continuous rated power of the electric motor must not exceed 250 Watts electrical assistance and must cut-off when the vehicle reaches 15.5 mph

Multiplying compensatory damages - In some areas of the world the amount of money awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to you.

Period of Insurance - The period that you are covered as shown on your policy schedule.

Personal Money - Cash, cheques, postal orders, unused postage stamps (not forming part of a collection), savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travelers' cheques, pre paid cash cards and phone cards all held for social, domestic or charitable purposes.

The definition of personal money does not include business money or virtual currencies (including but not limited to cryptocurrency).

Personal Possessions - Private property and personal items you normally wear or carry (including sports equipment) which you own or for which you are responsible, but not including:

 Motorised vehicles aircraft, boats, caravans, trailers, and the parts, spares and accessories of any of these, boards and craft designed to be used on or in the water and the parts, spares and accessories of any of these but not including surf and paddle boards, musical instruments used professionally or semi-professionally, domestic appliances, furniture, furnishings and households goods, or equipment or goods used in connection with your occupation, business trade or profession, any living creature, securities (stocks and shares) and documents of any kind except for title deeds

Policy Schedule - A printed document showing the sections of the policy you have chosen, the sums insured and any endorsements that apply to your policy.

Punitive or exemplary damages - These are damages that are awarded to punish you as well as compensate the other person if you did anything deliberately.

Settlement - Compaction of the ground below a structure up to 10 years after it was built.

Single Article Limit - The maximum amount we will pay for one item.

Statement of Fact - A printed or printable document showing the information provided or validated by you and is the means to identify the information collected in order to offer the contract.

Storm - A period of violent weather defined as: Wind with gusts of at least 48 knots (55mph), heavy rainfall at a rate of at least 25mm per hour, snow to a depth of at least 30cm in 24 hours, or hail that causes damage to hard surfaces or breaks glass.

Subsidence - Downwards movement of the ground beneath the buildings other than that caused by settlement.

Sum insured - The amount shown on your policy schedule as the most we will pay for claims resulting from one incident unless otherwise stated in this policy wording or any endorsement.

Unfurnished - Not having enough furniture and furnishings for normal living purposes.

Unoccupied - Not having been lived in for more than 60 days in a row.

Valuables - Stamp, coin or medal collections, pictures, other works of art, articles of gold, silver or other precious metal, jewellery, watches, fur.

Water table - The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

We, our, us, insurer - The authorised insurer

The meaning of words						
	shown in your policy schedule.					
	You, Your - The person named as the policyholder in the policy schedule and their family permanently living with them in the home.					
	First2Protect- Your policy administrator as shown in your terms of business agreement with you.					

#### ✓ What is covered.

Loss of or damage to the contents in the home caused by any of the following events:

#### X What is not covered

Also see General Exclusions and General Conditions.

The excess figures (as shown in your policy schedule) for each insured event other than events 11, 21, 22, 23 and 25.

Loss or damage to items not in the care, custody or control of you or your family.

#### 1. Fire

#### √ What is covered

- Fire, lightning, explosion, or earthquake
- Smoke

#### 2. Storm

#### √ What is covered

Storm, flood or weight of snow.

# X What is not covered

Loss or damage

- · Caused by rising water table levels
- · Caused by frost
- · To contents in the open

#### 3. Riot

#### √ What is covered

- a. Riot, civil unrest, strikes, and labour or political disturbances
- Malicious acts

# X What is not covered

Loss or damage that is not reported to the police.

#### b. Loss or damage

- Caused by you or persons lawfully on the premises
- · Paying guests or lodgers
- Domestic employees
- Occurring whilst the home has been left unoccupied or unfurnished

#### 4. Collision

#### √ What is covered

Collision or impact by

- · Aircraft or other flying objects or anything dropped from them
- · Vehicles or animals
- Fireworks

#### 5. Escape of water

# ✓ What is covered

Escape of water and heating fuel

- · Water escaping from any fixed water or heating installation or from any domestic appliance
- Water freezing in tanks, equipment or pipes

· Heating fuel escaping from any fixed heating installation or from any domestic appliance

# X What is not covered

Loss or damage

- · Occurring whilst the home has been left unoccupied or unfurnished
- Caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on
- Caused by the failure or lack of appropriate sealant and/or grout

Repairs to tanks, pipes or appliances unless caused by freezing.

#### 6. Theft

#### √ What is covered

Theft or attempted theft.

#### X What is not covered

Loss or damage

- · Occurring whilst the home has been left unoccupied or unfurnished
- Whilst the home is being occupied by anyone other than you or a member of your family unless caused by violent and forcible entry
- Caused by you or persons lawfully on the premises

#### Theft

- By deception, unless deception is used solely as a means to enter the home
- From garages or outbuildings unless someone has broken into or out of the garage or outbuilding by using forcible and violent means
- Or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely
  closed and all doors and the boot are locked, contents must be completely hidden within the vehicle in a
  glove compartment, locked luggage compartment or locked boot and the vehicle must be parked within
  the boundaries of the home

Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied and is parked within the boundaries of the home.

Any amount over £5,000 for any one incident of theft from garages or outbuildings that form part of the home unless they are attached to the main home with an integral door.

# 7. Falling radio

#### ✓ What is covered

Falling radio or television aerials and dishes, wind turbines, and their fittings and masts.

#### X What is not covered

Loss or damage

- Arising from erection, dismantling, repair or maintenance
- To the installation

#### 8. Subsidence

#### ✓ What is covered

Subsidence or heave of the site on which the home stands, or landslip.

# X What is not covered

Loss or damage

- If you knew when this policy was originally incepted that any part of the building had already been damaged by subsidence, heave or landslip, unless you told us about this and we accepted it
- · Resulting from coastal or river erosion
- To or resulting from movement of solid floor slabs unless the foundations beneath the external walls of the

home are damaged by the same cause at the same time

- Caused by settlement
- · Occurring whilst the buildings are undergoing demolition, structural alteration or structural repair

#### 9. Falling trees

#### √ What is covered

Falling trees or branches.

#### X What is not covered

Loss or damage arising from felling, lopping or topping of tree.

The cost of removal of the fallen tree or branch unless the home is damaged at the same time and by the same cause.

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

#### ✓ What is covered.

Loss of rent and the cost of alternative accommodation.

If the home is damaged by any cause listed under this section and, as a result it cannot be lived in, for the period necessary to put the home back in a fit state to live in, we will pay for

- Any rent you have to continue to pay
- Reasonable expenses you have to pay for suitable alternative accommodation for you and your domestic animals
- The necessary cost of temporarily storing the contents

The most we will pay is £10,000 for any one incident.

(When we refer to "reasonable accommodation expenses", this means that we will pay for alternative accommodation for you and your domestic animals taking all the circumstances of your claim into account, including factors such as your own needs, the alternative and comparable costs of accommodation available in the area and the length of time for which it is required).

#### 11. Temporary accommodation

#### ✓ What is covered

Liability noted under events 22, 23, and 25 whilst you are living in temporary accommodation for no more than two months.

#### X What is not covered

Exclusions shown under event 23.

#### 12. Replacement locks

#### ✓ What is covered

If keys are accidentally lost or stolen we will pay the cost of replacing the locks or lock mechanisms to the locks of

- · External doors or windows of the home
- A safe within or an alarm protecting the home

The most we will pay is £1,000 for any one incident.

# 13. Fuel and metered water

#### ✓ What is covered.

Accidental loss of

· Domestic heating fuel

Metered water

That you are responsible for.

The most we will pay is £1,000 for any one incident.

#### X What is not covered

Loss or damage occurring whilst the home has been left unoccupied or unfurnished.

#### 14. Food in fridges and freezers

#### √ What is covered

Loss or damage to food stored in any domestic fridge and/or freezer in the home caused by

- · A rise or fall in temperature
- · Contamination by refrigerant or refrigerant fumes

# X What is not covered

Loss or damage

- Caused by a deliberate act of the company (or its employees) supplying your power
- To food held or used for business purposes
- Occurring whilst the home has been left unoccupied or unfurnished

#### 15. Glass and mirrors

#### ✓ What is covered

Accidental damage to mirrors, glass tops and fixed glass in furniture, cookers and cooking hobs in the home.

#### X What is not covered

Loss or damage occurring whilst the home has been left unoccupied or unfurnished.

#### 16. Contents temporarily removed from the home

#### ✓ What is covered

Loss of or damage to contents by any of the causes listed under events 1-9 while temporarily removed away from the home for a maximum of 90 days to

- Any bank or safe deposit or any private home or building where you are living, employed or working in the British Isles
- · Anywhere else in Great Britain, Northern Ireland, Isle of Man or the Channel Islands

The most we will pay is £15,000 for any one incident.

#### X What is not covered

Loss or damage

- · Occurring within the boundaries of the home
- · To contents that are not in a building, caused by storm or flood
- If contents have been removed for sale or exhibition or placed in a furniture depository

Theft of personal money, unless someone has broken into or out of a building by using forcible and violent means.

#### 17. Students possessions

#### ✓ What is covered.

Loss of or damage to contents by any of the causes listed under events 1-9 whilst studying away from the home and living temporarily in Halls of Residence or other student accommodation, providing the student still has their permanent address at the home.

The most we will pay is £5,000 for any one incident.

## X What is not covered

Loss or damage

- Caused by you
- Outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands

#### Theft unless caused by

- · By deception, unless deception is used solely as a means to enter the self-contained accommodation
- · Violent and forcible entry

#### 18. Contents in the open

#### ✓ What is covered

Loss of or damage to contents by any of the causes listed under events 1-9 happening in the open land belonging to the home.

The most we will pay is £750 for any one incident.

#### X What is not covered

Loss or damage

- Occurring whilst the home has been left unoccupied or unfurnished
- To pedal cycles
- To plants, trees and any growing medium (including but not limited to; soil, compost, peat, gravel, sand and bark)
- · Caused by storm or flood

Theft of personal money.

## 19. Religious festivals

#### ✓ What is covered

Religious festivals, wedding and civil partnership ceremonies.

The sum insured under the contents section is automatically increased by £3,000 for a month before and after your

- Religious festival to cover gifts and extra food and drink bought for the occasion
- Wedding day or civil partnership to cover gifts and extra items bought specifically for the wedding or ceremony occurring during the period of insurance

#### 20. Household removals

#### ✓ What is covered

Loss of or damage to contents while being removed by professional furniture removers from your home to your new permanent home (including temporary storage in a furniture depository for up to 7 days in a row) in the British Isles.

#### X What is not covered

Personal money, coins, jewellery, furs, articles of gold or platinum, precious stones, securities (bonds and share certificates) stamps, deeds or documents of any kind.

Loss or damage to china, glass, earthenware and other items of a brittle nature unless they have been professionally packed.

#### 21. Unpaid court judgements

#### √ What is covered

If you get a judgement from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation and claimant's costs and expenses for injury or loss of or damage to property against any

company or individual based in the countries named above and that judgement is not paid for more than three months, we will pay you the amount of unpaid compensation or costs.

We will only do this if

- This section would have applied had the award been made against you rather than to you
- There is no appeal outstanding

If we make a payment under this event you or your personal representatives must transfer the rights of recovery under the judgement to us.

#### X What is not covered

Exclusions shown under event 23.

Liability if the person owing you money is also insured by this policy.

#### 22. Employers liability

#### √ What is covered

We will pay all amounts you are liable for if any domestic employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with the home or private household.

#### X What is not covered

Exclusions shown under event 23 (apart from exclusions 1, 2, 3, and 8).

Any amount over £10,000,000, for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one incident.

Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle if you need insurance under the Road Traffic Act.

# 23. Occupiers liability

#### ✓ What is covered

Personal liability and liability because you live in the home.

We will pay all amounts you legally have to pay:

- · A private individual while in and away from the home
- · Because you live in the home
- Whilst you live in the territories shown in General Exclusion 11 of this policy during any journey or temporary visit to any country in the world in which you do not own a property

#### in respect of:

- Compensation and claimant's costs and expenses: and
- Legal costs and expenses you pay with our written permission in connection with defending any claim; arising from accidental:
- i **Injury** to any person;
- ii Loss of or damage to property

If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.

#### X What is not covered

- Any amount over £2,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one incident
- Liability you have under any agreement unless you would have the same liability if the agreement did not exist
- 3. Liability which is insured by or would be insured by any other policy if this section did not exist
- 4. Liability arising directly or indirectly out of your job, business, trade or profession

- 5. Liability if you are injured
- Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages
- 7. Liability for loss of or damage to any property belonging to you or in your charge or control unless this is covered under event 23
- 8. Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under event 23
- 9. Liability arising out of the transmission of any communicable disease by you or any member of your family.
- 10. Liability for loss, damage or injury caused by or arising out of the following:
  - a You owning, possessing, or using (other than as a passenger):
    - Any mechanically or wind propelled or assisted vehicle (other than a self-propelled golf trolley or a
      pedestrian controlled or ride-on garden tool which is not licensed for road use and you do not need a
      certificate of insurance for). This also applies for a trailer attached to the vehicle
    - Aircraft including drones
    - Hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to you for no more than 12 hours and which is under 18 feet long and cannot travel faster than 17 knots)
  - b You owning, possessing or using a dangerous animal or a specially controlled dog, as described in the Dangerous Dogs Act 1991
  - c The ownership, possession or use of any species of horse
  - d Any passenger lift which you are responsible for maintaining
  - e You being a tenant or living on any land or in any building other than the home, other than for events 22 and 23

#### 24. Tenant's liability

#### √ What is covered

We will pay all amounts which you are responsible for as tenant as stated in the tenancy agreement and not as owner for the following.

i Loss of or damage to the home directly caused by:

- Fire, lightning, explosion, earthquake, smoke, collision, storm or flood
- · Bursting, leaking or overflowing water tanks, apparatus or pipes
- · Heating fuel leaking from any fixed heating installation
- Theft or attempted theft
- Television, satellite and radio receiving aerial fittings, solar panels, wind turbines and masts breaking or collapsing

ii We will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of the home

iii We will pay for accidental damage to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from the home to the public supply

The most we will pay is £10,000 for any one incident.

#### X What is not covered

Exclusions shown under event 23.

Loss or damage occurring whilst the home has been left unoccupied or unfurnished.

Loss or damage caused by frost, landslip, subsidence or heave. Anything which happens gradually in respect of damage by smoke.

# **Contents - Accidental Damage Cover**

This cover only applies if you have selected it and it is shown on your policy schedule.

#### √ What is covered

Accidental damage or loss to the contents while in the home.

#### X What is not covered

The total excess as shown in your policy schedule.

Also see General Exclusions and General Conditions.

Damage excluded in other parts of the contents section.

Loss or damage to

- · Contents not inside the home
- Contact lenses
- · Personal Money
- · Computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording

#### Loss or damage caused by

- Settlement
- Wear and tear other than loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container.
- · Overwinding and damage to the inside of watches or clocks.
- · Loss or damage to portable hot tubs whilst being installed or moved
- · Water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations
- The escape of water from guttering, rainwater downpipes, roof valleys and gullies

# Section C - Personal Possessions Cover

This cover only applies if you have selected it and it is shown on your policy schedule.

#### √ What is covered

Loss or damage to your personal possessions (as specified in your policy schedule) whilst in the United Kingdom or anywhere else in the world for up to 60 days.

A single article limit of £1,000 applies to this section other than for

Personal money where the most we will pay is £750

#### X What is not covered

The total excess as shown in your policy schedule.

Also see General Exclusions and General Conditions.

#### Loss or damage

- To items not in the care, custody or control of you or your family
- To audio, communication or navigational equipment unless it is designed to be portable and it has an
  independent means of operation and power source
- To pedal cycles while being used for track racing or business purposes
- To pedal cycle accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is stolen or destroyed by fire at the same time
- To skiing or underwater equipment while you are using it
- Resulting from theft or attempted theft by you
- Caused by overwinding and damage to the inside of watches or clocks
- Caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs
  are securely closed and all doors and the boot are locked. Personal possessions must be completely
  hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot

#### Theft

- The most we will pay is £1,000 for theft or attempted theft from any vehicle that is not occupied
- Of a pedal cycle unless a locking device is used to secure the cycle to an immovable object when it is left unattended other than at the home

# **General Exclusions**

This policy does not cover:

#### 1. 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.

#### 2. 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:

- The use or threat of force and/or violence
- Harm or damage to life and/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
- Those 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

#### 3. Electronic risk

Loss, damage or liability arising directly or indirectly from:

- Erasure, loss, distortion or corruption of information on or reduction in the functionality availability
  or operation of any electronic equipment whether belonging to you or not caused by the malicious
  introduction or incursion of any unauthorised, unintended, undesired or unexpected program, instruction
  or command or any other computer or electronic virus
- The failure of any electronic equipment to recognise any given date or to accept, respond to or to operate properly due to a failure to recognise any given date
- The content of any website, your e-mail, intranet or extranet
- · Authorised or unauthorised transmission of electronic data

However subsequent damage which is otherwise covered by your policy is nevertheless insured.

#### 4. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft and or other aerial devices travelling at or above the speed of sound.

#### 5. Radioactivity

Loss, damage or liability which involves:

- Ionising radiation or radioactive contamination by nuclear fuel or nuclear waste
- The radioactive toxic explosive or other dangerous properties of explosive nuclear equipment

#### 6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- A sudden and unexpected accident which can be identified
- · Heating fuel leaking from a domestic heating installation at the home

#### 7. Things that happen gradually

Loss, damage or liability arising from anything that happens gradually, including electrical or mechanical breakdown, mildew, fungus, wet rot or dry rot and light, atmospheric or climatic conditions.

#### 8. Confiscation

Loss of or damage to any property due to confiscation, requisition or destruction by order of any government, public or local authority.

#### 9. Existing damage

Loss, damage, injury or liability as a result of an event which happened before the cover under this policy

# **General Exclusions**

started.

#### 10. Deliberate or Illegal Acts

Any legal responsibility for the injury to any person or loss or damage (direct or indirect) caused by a deliberate or illegal act or omission to act by anyone lawfully in the home.

#### 11. Geographical limits

Damage, injury or liability arising out of any event outside Great Britain, Northern Ireland, Isle of Man or the Channel Islands unless specifically included in the policy wording.

#### 12. Loss of value and depreciation

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

#### 13. Domestic animals

Loss, damage or liability which involves domestic animals - this does not apply to event 23.

#### 14. Vermin

Loss, damage or liability which involves vermin such as but not limited to rats, mice, squirrels, birds, foxes, bats, badgers, insects and moths.

#### 15. Defective construction or design

Loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

#### 16. Restoration

Loss, damage or liability arising from the process of cleaning, washing, repairing or restoring any item.

#### 17. Musical instruments

Loss or damage to musical instruments due to a loss of tone, broken strings or broken drum skins.

#### 18. Items used professionally

Loss or damage to contents when being used for business, trade, professional or employment purposes other than home working equipment.

#### General Conditions

These conditions apply to all sections of the policy. Failure to comply with the terms below may result in us cancelling the policy and/or refusing to pay any claim; we may not pay any claim in full, we may revise the premium and/or change any excess and/or the extent of cover may be affected.

#### 1. Your duty to prevent loss or damage

- You must take precautions to prevent accidents, loss or damage
- All property insured under this policy must be maintained in good condition
- If loss or damage does occur you must take steps to prevent further loss or damage where possible

#### 2. Your policy

Your policy includes:

- Your policy schedule
- This policy wording
- Any notice to policyholders
- · Any endorsements which apply to your cover as shown in your policy schedule

#### 3. 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 at your earliest opportunity about any property which has been stolen or maliciously damaged, and get a crime reference number
- Contact your insurer at your earliest opportunity
- Do all you can to get back any lost or stolen property and tell your insurer without unnecessary delay if
  any property is then returned to you
- Send your insurer any correspondence, legal or otherwise, received in relation to a claim or an event which may lead to a claim
- Avoid discussing liability with anyone else without your insurer's permission
- You can make any temporary repairs to prevent further loss or damage. However, until you have discussed your claim with us we are unable to confirm that the loss or damage is covered by your policy
- You should keep a copy of the invoices relating to the temporary repairs as they may form part of your claim. It would be helpful if you could take photographs of the damage
- We, or any approved contractor, supplier or loss adjuster must have the chance to inspect the damage before you carry out permanent repairs or dispose of any damaged items

To help prove your claim your insurer may require you to provide any of the following items including but not limited to:

 Original purchase receipts, serial numbers, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys or plans and deeds of your property

If someone is holding you responsible for damage to their property or for injury to them, please tell us at your first opportunity and give us full written details. If you receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to us (This could include any claim form, summons to appear in court or other legal document). Do not admit you are responsible.

#### How your claim will be settled

Your insurer will at their option repair, reinstate or replace the lost or damaged property, subject to the appropriate excess:

- Where property cannot be replaced or repaired your insurer will pay in cash or cash alternative (including vouchers and/or store cards) the amount of the loss or damage
- Where your insurer can offer repair or replacement through a preferred supplier but agrees to pay
  a cash or cash alternative (including vouchers and/or store cards) settlement, then payment will
  not exceed the amount that they would have paid the preferred supplier. If equivalent replacement is
  not available then your insurer will pay the full replacement cost of the item
- An approved supplier may be appointed by your insurer to act on their behalf to further validate your claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate;
- Your insurer is entitled to assess your claim based on our approved supplier's or loss adjusters view
  and interpretation, even in situations where you have appointed a professional representative, such as a
  loss assessor or claims management company, to act on your behalf
- Your insurer is entitled to retain the right to communicate directly with you regarding your claim, even in situations where you have appointed a professional representative, such as a loss assessor or

# **General Conditions**

claims management company, to act on your behalf

- The sums insured will not be reduced by any claim
- Any permanent repairs made by our approved suppliers are guaranteed for a period of 12 months

#### Wear and tear

There will be no deduction for contents provided they have been maintained in good repair and the sum insured represents the full value of the property.

#### Matching items

An individual item of a matching set of articles or suite of furniture is regarded as a single item. Your insurer will pay you for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found we will also pay up to 50% towards the undamaged part of the set or suite of furniture.

#### 4. Other insurance

If any injury, loss, damage or liability under 'Occupiers and Personal Liability' or 'Property owner's liability' is covered by any other insurance we will not make any payment.

If any other injury, loss, damage or liability is covered by any other insurance, contract or legislation then we will not pay more than our share.

#### 5. Your insurer's rights

Your insurer may:

- Take over and conduct the defence or settlement of any claim, or right you may have against another person, in your name
- Enforce your right against any other person (in your name for your insurers own benefit) any claim for indemnity or damage
- In a perceived emergency enter the home where loss or damage has occurred. To safeguard the
  home against further loss or damage, your insurer may take and keep possession of insured contents
  and personal possessions and deal with the salvage

Your insurer has the right to do as your insurer sees fit in legal action and in settling your claim.

#### 6. Fraud

If you or anyone acting for you:

- Deliberately fails to disclose relevant facts at any time
- Deliberately misrepresents or exaggerates information given, or acts dishonestly at any time;
- Makes a claim in a fraudulent or false way, or where we are given any documents which are fase or stolen

#### We may:

- · Cancel or void your policy and all other policies to which you are connected to with us
- Not pay any claim which is in any way fraudulent, false or exaggerated
- Aim to recover any costs we have incurred and not return any premium.
- Tell the police if we suspect fraud

#### 7. Your duty to keep to the conditions of this policy

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

#### 8. Arbitration

If we accept your claim but you do not agree with the amount we will pay you, we will refer the matter to an arbitrator chosen by you and us. You cannot take any action against us until you and we have received the arbitrator's final decision.

#### 9. Index linking

The contents sum insured and any specified personal possessions sums insured are automatically adjusted in line with changes in The Consumer Durable Section of the General Index of Retail Prices or its equivalent.

#### 10. The right level of cover

It is your responsibility to make sure that the amount you insure represents the full value of your property.

For contents, this means the full cost of replacing all the property at today's prices apart from household linen

# **General Conditions**

and furs where you make a reduction for wear and tear and loss of value. A reduction for wear and tear and loss of value also applies to clothing unless proof can be provided that the item was less than 2 years old at the time of loss/damage.

It is important that you insure for the full amount, as the sums insured in your policy schedule are the maximum that we will pay in the event of a claim. If the sum insured is less than the full value of the property insured, we will reduce the amount claimed in proportion with the underinsurance. For example, if the amount insured is only 80% of the actual replacement cost, we will only pay 80% of your claim.

#### 11. Information and changes you must tell us about

Please tell First2Protect if there are any changes to the information set out in the statement of fact or on your policy schedule. You must also tell First2Protect about the following changes:

- Any intended alteration to, extension to or renovation of your property. However you do not need
  to tell First2Protect about internal alterations to your property unless creating an additional
  bedroom, bathroom or shower room
- · Any change to the people insured, or to be insured
- Any change or addition to the contents or the property to be insured that results in the need to
  increase the amounts insured or the limits that are shown on your policy schedule;
- If your property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- · If your property is to be unoccupied
- If any member of your household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences)
- If you or any member of your family or anyone living with you is declared bankrupt or has received a
  County Court Judgement (CCJ)
- A change to the insured property address as shown on your policy schedule
- A change to your correspondence address

If you are in any doubt, please contact First2Protect.

When First2Protect notifies us of a change, we will tell First2Protect if this affects your policy, for example whether we are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to your policy.

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

- We may cancel or void your policy and refuse to pay any claim
- We may not pay any claim in full
- We may revise the premium and/or change any excess and/or the extent of the cover may be affected

In some circumstances we may not be able to continue your policy following the changes. Where this happens you will be told and the policy will be cancelled in line with your Cancellation Rights.

#### 12. Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose us or any member of our group to:

- Any sanctions, prohibitions or restrictions under United Nations resolutions
- · The trade or economic sanctions, laws or regulations of any country

# **Important Advice**

This 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 the 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.

#### 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. It is therefore important that you keep the home 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.

#### Collision

If someone crashes into your wall or the home and damages your contents 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 the home. The most common signs of this are diagonal cracks away from door and window frames.

New properties or structures can often move for reasons other than subsidence, often because of the compaction of the ground below. This is known as settlement and is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that you tell us at your earliest opportunity if you think your contents may be affected.

#### Escape of water

Your cover for escape of water is designed to cover damage to the home caused by water leaks.

It's always a good idea to get your boiler checked and/or serviced by a Gas Safe/ Oftec/Hetas certified engineer, depending on your heating system, in plenty of time for winter. This will help prevent boiler failure which could leave you with no heating and/or hot water.

One of the biggest risks of water damage occurs when you are away during the winter where 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.

In addition, damage can occur due to water leaks caused when the sealant or grout around your bath or shower has worn away or failed.

Pipes often burst because they have worn out; if this happens you should turn off the main stop tap and contact a plumber.

#### 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.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

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 the home you should secure the 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.

# **Important Advice**

If you know that you live in an area which is prone to flooding, there are additional steps you can take to protect the home and we would recommend contacting your local Environment Agency for further advice or call Floodline on 0345 988 1188.

#### **Drains**

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. There are more specific insurance policies available to protect you against this risk which can be sought elsewhere.

#### **Thefts**

Many thefts are committed by so called 'opportunist' criminals. The home 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. Please check your policy schedule for details of any endorsements that may be applicable. If you fail to meet these requirements we may impose a higher excess for theft claims.

If you are going away do what you can to make the home 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, mobile phones and tablets if you have personal possessions cover and ensure they are not left unattended.

#### Collision

If someone crashes into ye	our wall or the home ma	ke sure you record	their name, address	, vehicle registration
and contact details. We w	vill need this information	to help us try to re	cover your excess.	

# **Important Information**

#### Renewing your policy

At renewal, First2Protect will check that the premium offered by your current insurer is still the most competitive. If one of First2Protect's alternative panel members offers a more competitive price then First2Protect will transfer your cover to the alternative insurer. Please note that it is your responsibility to check that the information First2Protect holds for you is complete, accurate and up to date. It is also your responsibility to check that your policy schedule, sums insured, and any applicable endorsements to ensure cover remains adequate for your demands and needs. Please advise First2Protect at your earliest opportunity if cover no longer meets your demands and needs.

First2Protect or your insurer reserve the right to revise or withdraw any renewal invitation if any event takes place which gives rise to a claim before the date the renewal takes effect, even if First2Protect or your insurer are notified after the effective date.

#### Authority to renew

For your convenience and protection, provided that First2Protect is able to collect the premium by Direct Debit, First2Protect will automatically renew or replace your policy unless you tell First2Protectnot to. First2Protect will write to you before the policy renewal date to remind you of this, to outline any change to the conditions of your policy and to let you know what the new premium will be. (Please also see Your Right to Cancel).

Please note you can opt out of auto renewal at any time, free of charge. If you wish to do this, contact First2Protect.

If your home is in a flood plain, in an area prone to flooding or if you have made a claim on your policy in relation to flooding or subsidence, then you are advised to not cancel this policy until suitable alternative insurance arrangements are in place.

#### Change of insurer

As your agent acting on your behalf, First2Protect may from time to time use different insurer(s), to underwrite your insurance. This may happen, for example, where your circumstances change significantly or where an alternative insurer can offer cover or terms that are more suitable to meet your demands and needs.

If you request that your insurer is changed, First2Protect will cancel your existing policy and will arrange a suitable replacement; taking care to ensure there is no break in cover. First2Protect will advise you of any change in the policy terms.

In the event that your insurer either declines or withdraws cover First2Protect may be required to move you to an alternative insurer without gaining your prior consent in order to ensure that there is no break in your cover. In such circumstances First2Protect will notify you and will advise you of any change in the policy terms. You will have the opportunity to terminate the replacement policy after such a change becomes effective.

#### Your right to cancel

If you wish to cancel your policy please contact First2Protect.

#### Cancelling during the cooling off period

You have a statutory right to cancel your policy within 14 days from either:

- · The day of purchase
- Cover start date or the renewal date of the contract
- The day which you receive your policy or renewal documentation

whichever date is later.

Your policy will be cancelled back to the start date and no cover will have been provided. You will be entitled to a full refund of the premium paid and no cancellation fee will be charged.

If you do not wish for your cancellation to be backdated to the start date and request you are covered up to the date of a cancellation a £35 cancellation fee will be applied.

If a claim has been made, the full premium will be payable and no refund will be given.

# Important Information

If you wish to cancel and the insurance has not yet started you will be entitled to a full refund of the premium and no cancellation fee will be charged.

If the home is in a flood plain or in an area prone to flooding or if you have made a claim on your policy in relation to flooding or subsidence, then you are advised to not cancel this policy until suitable alternative insurance arrangements are in place.

#### Cancelling after the cooling off period

You may cancel your insurance cover at any other time, you will be entitled to a refund of the premium paid minus payment for the time you were provided cover.

A £35 cancellation fee will be charged by First2Protect for all cancellations unless otherwise specified.

If the amount due when you cancel your policy is more than the amount you have paid you must pay the difference.

If a claim has been made, the full premium will be payable and no refund will be given.

If the home is in a flood plain, in an area prone to flooding or if you have made a claim on your policy in relation to flooding or subsidence, then you are advised to not cancel this policy until suitable alternative insurance arrangements are in place.

If you do not exercise you right to cancel your policy, it will remain in force for the term of the policy and you will be required to pay the full premium.

By purchasing a policy with First2Protect, you agree to any amounts you may owe us being deducted from any premium refund due to you.

#### Our right to cancel

We may cancel your policy if:

- Fraud has been suspected
- Fraud has been identified
- · We have evidence you have acted fraudulently
- We have evidence you have deliberately given us incorrect or incomplete information

We may do this without notice and backdate your cancellation to the date when this happened. You will be sent the cancellation confirmation in writing if this happens.

First2Protect or your insurer may also cancel the policy at any time by giving you 7 days' notice in writing where there is a valid reason for doing so. You will be sent the cancellation confirmation in writing when such cancellation has taken place. Valid reasons include, but are not limited to:

- Where First2Protect has been unable to collect a premium payment and after writing to you, your payment is still outstanding
- If you haven't co-operated with us or sent us information we have requested and then this affects our ability to process a claim or defend our interests
- If you do not keep to the conditions of the policy wording, for example, if you have not provided complete, accurate and up to date information
- If you display threatening or abusive behaviour towards our staff or suppliers

#### What to do if you have a complaint

First2Protect strives to provide you with the highest standards of service at all times, but also recognises that things can go wrong. If you wish to discuss your policy or the service provided by First2Protect please contact the Customer Care Department on the below details:

Post: First2Protect, Second Floor, The Forum, Barnfield Road, Southernhay, Exeter, EX1 1QR

Email: customercare@first2protect.co.uk

Telephone: 01392 849750

Alternatively you register a complaint with PRIMIS on the below details:

Post: Customer Resolution Department, PRIMIS Mortgage Network, 3700 Parkside, Birmingham Business Park,

# Important Information

Solihull, B37 7YT

Email: complaints.solihull@primis.co.uk

Telephone: 0121 767 1139

If your complaint is about your insurer or how your claim was handled you will find their complaint procedure in your insurer information document.

You can refer your complaint to the Financial Ombudsman Service if you have not received a written final response in respect of your complaint within 8 weeks of the date your complaint was received by either First2Protect or your insurer, or if you are unhappy with the decision following your complaint (you have 6 months from date of final response to take your complaint to the Ombudsman). The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

For more information view their website <a href="www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> or contact them on the below details:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

#### Telephone:

From within the United Kingdom

Tel: 0800 023 4567 (free for people phoning from a 'fixed line', for example, a landline at home)

Tel: 0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 207 964 1000 Fax: +44 207 964 1001

The complaint procedure does not affect your right to take legal action.

#### **Financial Services Compensation Scheme**

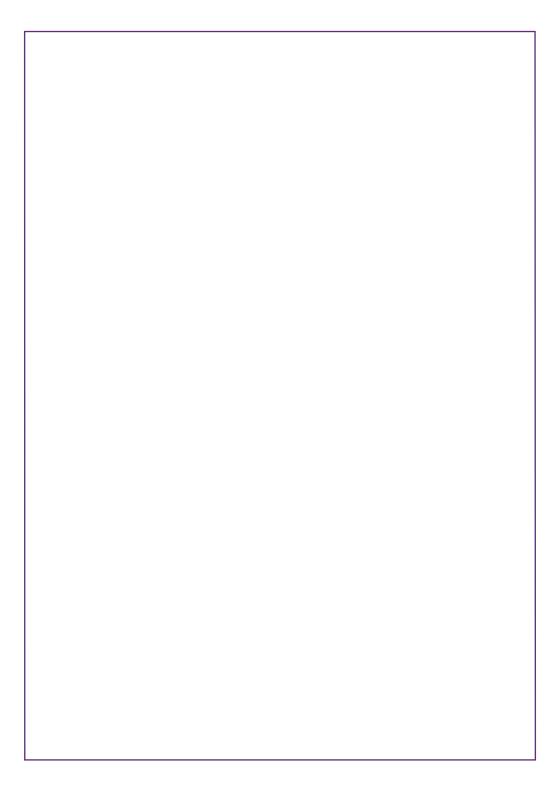
We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you.

Further information about this scheme is available from the FSCS website <a href="www.fscs.org.uk">www.fscs.org.uk</a> Telephone: 0800 678 1100 or 0207 741 4100

#### The law applicable to this policy

The law of England and Wales will apply to this policy unless you and we agree otherwise.

This insurance contract is written in English. Unless agreed otherwise, we will communicate with you in English.



# first 2 protect

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