

keyfacts®

This is a Policy summary of the significant features, benefits and limitations of the cover provided by Argus Insurance Home Protector Policy. For full details of the cover including complete terms, conditions and exclusions please refer to the Policy Booklet.

TYPE OF INSURANCE COVER

Whenever we suffer damage or theft of our possessions we can be left with a feeling of loss and frustration, especially the sentimental value that some items may carry. However, having adequate home insurance can considerably ease the distress caused. Home insurance can be broken down into two main sections, BUILDINGS INSURANCE and CONTENTS INSURANCE. Our Policies are based on a “New for Old” cover, also referred to as “Replacement as New”. This cover will meet the cost of replacing items should they have been damaged, lost or stolen.

COVER, FEATURES AND BENEFITS

OUTLINE OF COVER

Personal Home Insurance from Argus Insurance allows you to build a package of covers to suit your needs, offering you the flexibility to choose between optional Sections which allow you to tailor make the cover. Minimum Policy Premium is £45.00.

SECTION 1 - BUILDING

Definition

Your private dwelling and its domestic outbuildings, swimming pools, terraces, patios, drives and footpaths, walls, fences, gates and hedges, landlord's fixtures and fittings. If you own the buildings their interior decorations are also covered.

Cover is provided for loss or damage caused by:

- Fire, explosion, lightning, earthquake or subterranean fire and smoke.
- Storm and flood.
- Riot, civil commotion, malicious persons or vandals.
- Collision by vehicles, animals, aircraft or other aerial devices or falling rocks.
- Escape of water from water tanks, pipes or apparatus or fixed heating installation.
- Freezing of water in tanks apparatus or pipes.
- Loss of rent and cost of alternative accommodation (15% of sum insured).

- Leakage of oil from any fixed heating installation.
- Theft or attempted theft.
- Falling television and radio receiving aerials including satellite dishes, and trees.
- Subsidence and/or heave or landslip.
- Damage to services.
- Breakage of fixed glass and sanitary fixtures.
- Personal Liability £1,000,000.

When a claim is accepted under this Section

Cover under the Buildings also includes:

- Architects and Surveyor fees.
- The cost of debris removal.
- Additional costs in order to comply with building regulations.
- Loss of rent and cost of alternative accommodation.

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SECTION 2 - CONTENTS

Definition

Household goods, personal effects, fixtures and fittings, including property of members of your family permanently residing with you, are covered while in the home. If you are a tenant your interior decorations and improvements are also included.

Cover is provided for loss or damage caused by:

- Fire, explosion, lightning, earthquake or subterranean fire and smoke.
- Storm and flood.
- Riot, civil commotion, malicious persons or vandals.
- Collision by vehicles, animals, aircraft or other aerial devices, or falling rocks.
- Escape of water from water tanks, pipes or apparatus or fixed heating installation.
- Leakage of oil from any fixed heating installation, theft or attempted theft.
- Falling television and radio receiving aerials including satellite dishes and trees.
- Contents temporarily removed (20% of the Sum Insured).
- Accidental damage to radio receivers, television sets, home theatre systems, audio equipment, home computers, mirrors and glass sanitary fixtures.
- To contents in your garden, drive or in the open (£500).
- Replacement of locks following the theft of keys (£150).
- Tenants Liability – any sums for which you are legally responsible as tenant for damage to the private dwelling, accidental breakage of fixed glass sanitary fixtures forming part of the building, as well as accidental damage to the underground pipes providing services to or from the buildings, septic tanks, and drain inspection covers.
- Loss of rent or cost of alternative accommodation.
- Occupiers Personal and Employers Liability £1,000,000.
- Compensation for Fatal Injury.

Exclusions

Cover is excluded under the Buildings and Contents Sections when loss or damage arises:

- By frost, smoke or any gradual operating cause.
- From blocked drains or pipes, or from

deterioration of water tanks, pipes or apparatus or fixed heating installation.

- To fences, gates and hedges, swimming pools, terraces, patios, drives and footpaths.
- When the home has remained unoccupied or has been left insufficiently furnished for normal habitation for more than 30 days.
- Loss or damage caused by you, a member of your family, paying guests, tenants or domestic pets or animals belonging to you or in the custody or control of you or a member of your family.
- By theft, unless involving forcible and violent entry to or exit from a building.
- By loss caused by wear and tear or caused by the process of cleaning, repairing or restoring.
- In respect of theft of keys or any loss not reported to the police.
- Damage caused as a result of demolition, structural repairs or alterations to the buildings, damage caused by coastal erosion, or damage caused by normal settlement or shrinkage, or by subsidence on newly made-up ground.
- From the death of or bodily injury to or disease contracted by any person under a contract of service or apprenticeship with you when such injury or disease arises out of and in the course of his/her employment by you.
- Liability arising directly or indirectly from dangerous dogs as defined in the Dangerous Dogs Ordinance 2003 or any future Ordinance.
- Depending on the circumstances of the claim, the first amount of each claim will be payable as an excess by the insured, excesses range from £50 to £1,000.

CALCULATING YOUR SUM INSURED

The sum insured is the amount of money for which your home is covered and is the maximum that we will pay in the event of a claim. It is important that you insure for the full amount.

BUILDINGS

The sum insured must represent the cost of rebuilding your property to the same specification plus approximately 15% to cover demolition costs and architect/surveyor fees. The market value of your home is not necessarily a reliable indication of what your sum insured should be. The rebuilding cost is the most representative value of what your home is worth.

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The sum insured must represent the cost of replacing all the contents of your home, as new other than for clothing, household linen and pedal cycles where a deduction can be made for wear, tear and depreciation.

INDEX-LINKING

This policy is subject to Index-Linking. The Sum Insured shall be amended annually at renewal date in accordance to the standard rate of inflation being 5%.

Limit

The limit will be the Sum Insured (SI) under the respective section or item unless otherwise stated.

THE FOLLOWING SECTIONS CAN BE INCLUDED AT AN ADDITIONAL COST TO ENHANCE YOUR POLICY COVERAGE

SECTION 3 – PERSONAL POSSESSIONS

Cover under this Section is on an All Risks basis for items lost, damaged or stolen anywhere in Gibraltar and any member state of the European Union, or anywhere in the World for up to 60 days in total in any one period of insurance.

The following Items are available:

Item 1 – Clothing and Personal Effects (Unspecified Items)

1. All Risks cover for loss of or damage to your personal possessions (including clothing, jewellery, watches, furs, binoculars, musical, photographic and sports equipment).
2. SINGLE ARTICLE LIMIT – No item of clothing and personal effect shall exceed 20% of the sum insured stated in the schedule or £400, whichever is the least.
3. Excess applicable to articles claimed for under Item 1 is £25.

Item 2 – Clothing and Personal Effects (Specified Items)

1. All Risks cover for loss of or damage to your personal possessions for a maximum amount payable being the Sum Insured stated in the Schedule.
2. Original and current receipts/valuations or proofs of purchase detailing the description of the item to be insured together with a reference/serial number is required to add these items to the Policy.

3. In the event of a claim the excesses are rated on a rising scale depending on the value of the insured item, please refer to policy wording for further information.

Item 3 – Money and Credit Cards

1. Loss of money and/or loss due to fraudulent use of your cash credit debit or cheque guarantee cards.
2. The maximum payable is the Sum Insured stated in the Schedule.
3. In the event of a claim the excess applicable to Item 3 is £25 of each and every occurrence.

Some General Exclusions relating to all Items under Section 3

1. Loss or damage to baggage shipped as freight.
2. Loss or damage to valuables in baggage whilst in transit by air and outside the Insured's control.
3. Loss or damage caused by denting, chipping or scratching, wear and tear, loss of value, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light or other gradual causes.
4. Loss or damage caused by dyeing, cleaning, restoring, repairing or dismantling items, or electrical and mechanical breakdown.
5. Damage to sports equipment while it is being used, and damage to musical instruments that have lost their tone, have broken strings or reeds or broken drumsticks.
6. Theft from an unattended vehicle unless the property was hidden from view:
 - a) in a fully enclosed boot;
 - b) under a factory-fitted cover/parcel shelf, or in a glove box and all windows and the sun roof were securely closed and the doors and boot locked.
7. Loss or damage deliberately caused by you, your household, your domestic employees, your pets and paying guests or tenants.
8. Losses not reported to the police.

Pairs and Sets Clause

Where an insured item consists of articles in a pair or set this cover shall not pay more than the value of any particular part or parts which such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.

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SECTION 4 – PEDAL CYCLES

Loss of or damage to your pedal cycle and its accessories. The maximum amount payable is the Sum Insured stated in the Schedule.

Exclusions

1. The first £25 of each and every occurrence.
2. Loss of or damage to pedal cycles being used for competitive purposes, professional use or business use.
3. Pedal cycles not kept in a locked building overnight or not locked to a secure fixture while left unattended.
4. Theft of accessories from pedal cycles unless pedal cycle is stolen at the same time.
5. Loss or damage caused by denting, chipping or scratching, wear and tear, loss of value, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light or other gradual causes.
6. Loss or damage deliberately caused by you, your household, your domestic employees, your pets and paying guests or tenants.

SECTION 5 – FOOD SPOILAGE

Loss of or damage to goods contained in any deep freezer unit(s) caused by deterioration or putrefaction resulting from the following:

- a. A breakdown or explosion of the refrigeration unit or non-operation of any thermostatic or automatic controlling device within the unit.
- b. Action of refrigerant fumes which have escaped from the deep freezer unit from any cause.
- c. Failure of the supply of electricity.

Exclusions

1. The first £25 of each and every loss.
2. Any deliberate act or neglect on your part or on the part of members of your household.
3. Failure of the supply of electricity as a direct or indirect consequence of a deliberate act including strike action by the supply authority.
4. Damage resulting from the accidental disconnection of the power supply by the Insured or any member of his/her household and paying guests or tenants.
5. Damage to food where the deep freezer unit or its compressor is more than 10 years old.

SECTION 6 – PERSONAL ACCIDENT

Provides benefits in the event of accidental death, injury or disablement to the person(s) named in the schedule. Accidental bodily injury includes the exposure caused by direct or indirect result of misfortune to any aircraft or other conveyance where travel is permitted and in which you are travelling.

One Unit of Benefit provides:

Death)	£1,000
Total and irrecoverable loss of all sight in one or both eyes or total loss by physical severance or complete and irrecoverable loss of use of either one or both hands and/or one or both feet)	£1,000
Permanent Total Disablement)	£1,000
Temporary Total Disablement)	£10 per week up to 104 weeks
Medical expenses necessarily incurred in connection with any admitted claim under Temporary Total Disablement up to 15% of the amount of such claim)	15% up to the amount of such claim

What you are not insured for:

- Bodily injury sustained while taking part in mountaineering, motorcycling, aviation except when travelling solely as a passenger, winter sports, horse racing, using woodworking machinery whether for domestic or business purposes, or taking part in hurling or camogie.
- Bodily injury or death while under the influence of intoxicating liquor or drugs other than drugs taken in accordance with the treatment prescribed and directed by a qualified registered medical practitioner.
- Wilfully self-inflicted injury or any physical defect, infirmity or medical condition unless it has been declared to and accepted by us.
- Any consequence of pregnancy, childbirth, miscarriage or abortion.
- Disablement attributable directly or indirectly to infection by human.

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- The first 7 days of each period of disablement and the first 4 weeks in respect of disablement resulting from playing association rugby or gaelic football.
- After your 75th birthday.

SECTION 7 – LEGAL DEFENCE

This section covers legal defence in respect of the personal life of the Insured and out-of-court assistance, as well as payment for defence and protection costs as a consequence of legal, administrative or arbitration proceedings by the insurer ARAG, Compania Internacional de Seguros y Reaseguros S.A.

The Policy exclusively insures the policyholder specified in the Schedule for any events occurring within Spanish Territory and is subject to Spanish Law and Courts. The Policyholder is entitled to legally claim by litigation for the fulfilment of the following contracts for goods and services of the policyholder:

- a. Purchase and warehousing agreements for fittings, decorative objects, electrical appliances, foodstuffs, objects, objects for personal use (personal clothing), pets, antiques, collections, works of art, jewellery.
- b. Service agreements for qualified professionals (including doctors), hospital workers, travel workers, tourist workers, educational workers, school transport workers, cleaners, dry cleaners, electrical appliance and personal equipment repairers, home removal services with which the Policyholder has entered into contract and is the end user.

The maximum limit payable is 3,000 Euros

The Policyholder must inform the Insurance Company and ARAG that an event has taken place within seven days of becoming aware of the event.

For further details please refer to Section 7 of the policy booklet.

SECTION 8 – STUDENTS LIVING ABROAD

Cover under this section provides extended Contents Insurance for Students living abroad for the following:

A) Personal Effects

Loss or damage to the personal effects situated at the insured address specified in the Schedule and caused by the perils covered under Section 2 – Contents.

The Maximum Sum Insured under this Section shall not exceed £3,000, Single Article Limit shall not exceed £250 and the overall valuable limit shall not exceed £500.

B) Personal Baggage

Loss or damage to Personal Baggage (including clothing and personal effects) during travel to and from the Local and Insured addresses specified in the Schedule.

The Maximum amount payable is £1,000, The Single Article Limit shall not exceed £250 and the overall valuable limit shall not exceed £500.

C) Personal Liability

Your legal liabilities for damages and claimant(s) costs and expenses in respect of accidental bodily injury to or disease contracted by any person or accidental loss of or damage to material property occurring during any period of insurance up to a maximum limit of indemnity of £250,000.

What you are not insured for:

- The first £50 of each and every loss.
- Loss or damage to baggage shipped as freight, valuables in baggage while in transit by air and outside the insured's control or loss due to baggage left unattended.
- Loss or damage to portable computers, mobile phones or damage to baggage arising during overland travel.
- All losses must be reported to the police and/or in writing to the carrier within three days of discovery.

SECTION 9 – CARAVAN

Cover under this section provides the following

Section A – Loss or damage to your caravan, its fixtures, fittings, furnishings and utensils while in the caravan; or caravanning and camping equipment including awnings within the geographical limits described in the Schedule.

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In the event of a claim under Section A we can choose to settle your claim by replacing, reinstating, repairing or by payment to the value of not more than that shown on the schedule after having made a deduction for wear and tear and loss in value, other than for the caravan if a total loss happens within 24 months of buying it as new.

We will also pay the reasonable cost of protecting the caravan and removing it to the nearest repairer if it cannot be moved because of loss or damage under Section A, as well as the reasonable cost of delivering it to your address as shown in the schedule, after the loss or damage has been repaired.

Section B – Public Liability

Your legal liability to pay damages and claimant(s) costs and expenses for accidental bodily injury or illness; or accidental loss of or damage to property happening during the period of insurance and within the geographical limits described in the Schedule and up to a maximum limit of £1,000,000.

What you are not insured for:

- In respect of Section A the first £100 of each and every loss.
- Theft or attempted theft of the caravan when left unattended and not attached to the towing vehicle, unless secured by a wheel clamp or hitch lock.
- Theft of fixtures, fittings, furnishings and utensils from the caravan while unattended, unless the caravan is securely locked and force and violence are used to get into it.
- Damage to tyres, electrical or mechanical fault, failure, breakdown or breakage or loss or damage caused by wear and tear through the process of cleaning, repairing or restoring any item.
- Loss of or damage to motor caravans, personal belongings or luggage.
- Liability in respect of bodily injury or illness to any person you employ where the injury or illness happens as a result of or in the course of their employment by you.
- Liability in connection to loss of or damage to property which belongs to you or is in your care, custody or control.

GENERAL CONDITIONS

You or any other person shall take reasonable precautions to prevent accidents, loss or damage. All property shall be maintained in a good condition. If any claim under this Policy is fraudulent then all benefits under the policy shall be forfeited. If any other insurance covering the same risks is in place then we shall not be liable to pay more than our rateable proportion.

We may cancel this Policy by sending 30 days notice by recorded delivery to your last known address and you shall be entitled to a return premium corresponding to the unexpired period of insurance. The Policy should be read together with the Schedule.

CLAIMS PROCEDURE

In the event of a Claim you should:

- In the event of a theft, notify the police immediately and take all reasonable steps to recover the lost stolen or maliciously damaged property.
- Report to us in writing without unnecessary delay and provide all information and assistance we may reasonably require to process the claim on your behalf.
- Report in writing all correspondence, legal process or any other document unanswered.
- Refrain from discussing with a third party.

We shall conduct in your defence or prosecute on your behalf any claim for indemnity or damages with full discretion in the settlement of any claim.

CLAIMS SETTLEMENT

If we elect to or become bound, we will indemnify you by payment, reinstatement, replacement or repair. We will not be bound to reinstate exactly or completely but only as circumstances permit and in a reasonable, sufficient manner.

We will not pay out more than the Sum Insured on one item.

In settling claims for total loss or damage beyond economic repair, there will be no deduction for wear and tear.

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In respect of property not belonging to you or your domestic servants a deduction will be made, unless you are legally responsible to replace as new. The total amount payable by us in respect of loss or damage arising out of one occurrence shall not exceed the Sum Insured on Contents.

GENERAL EXCLUSIONS

Your policy excludes some situations. Please refer to your policy booklet Sections 1 to 5 for full details. The most significant or unusual exclusions are outlined below:

- War & Terrorism;
- Atomic, Biological & Contamination;
- Radioactivity;
- Sonic Banks;
- Cyber Risk.

YOUR RIGHT TO CANCEL

You have a statutory right to cancel your policy within 14 days of the date of purchase of the contract or the day on which you receive your policy documentation. If you wish to cancel your policy you should contact your insurance advisor and return your certificate. For your cancellation rights outside the statutory "cooling off" period, please see the General Conditions section of your policy booklet.

COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class standard of service. However, there may be occasions when you feel that this objective has not been achieved. Should you have any query or complaint regarding this insurance please write to us at Argus Insurance Company (Europe) Limited, PO Box 45, Regal House, 3 Queensway, Gibraltar.

If you are dissatisfied with the response you receive you should write to the Department of Consumer Affairs, 10 Governor's Lane, Gibraltar.

LAW APPLICABLE TO CONTRACT

You and the insurer are free to choose the law to this contract but in the absence of agreement to the contrary, the law of the country in which you

reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principle place of business is situated) will apply. If you are not resident (or, in the case of a business, the registered office or principle place of business is not situated) in Gibraltar, the law which will apply is the law of Gibraltar.

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