

# POLICY WORDING

Please read carefully and retain



**intasure**<sup>®</sup>  
Insurance that speaks your language

**Home Insurance for**  
Household UK

# Welcome to Intasure Home Insurance

designed specifically for residential homes in the UK



Intasure's home insurance is designed for home owners, including Grade II listed buildings. This insurance is underwritten by Channel Syndicate 2015 at Lloyd's. Legal Expenses and Emergency Property Assistance is provided by Arc Legal Assistance Ltd under Sections 5 and 6.

Please read this policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

## Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by Channel Syndicate 2015 at Lloyd's.

This policy document should be read together with the schedule and any Endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, what each section covers and restrictions and exclusions that apply, and what your responsibilities are under the policy as a whole.

## Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.



for and on behalf of Intasure®

**Intasure**  
AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX

**ENQUIRIES: 0345 111 0670**

Monday - Friday 9am - 5.30pm.

**CLAIMS: 0345 111 0672** (24 hours)

**IDENTITY THEFT HELPLINE: 0344 770 1040** Monday - Friday 9am - 5pm

**FAMILY LEGAL ADVICE HELPLINE: 0344 770 1040** (24 hours)

For Personal Legal & Tax Advice

**FAMILY LEGAL SOLUTIONS: 0344 770 9000** Monday - Friday 9am - 5pm

To report a claim

**EMERGENCY PROPERTY ASSISTANCE: 0333 999 3551** (24 hours)

Intasure® is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. [www.intasure.com](http://www.intasure.com)

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## How to use your Policy

### YOUR POLICY

Here is **your** policy containing details of the cover **you** have arranged. **We**, have made every effort to make **our** intentions clear. Please read **your** policy carefully and if **you** have any queries **we** will be pleased to help **you**.

**We** aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the policy.

### WHAT COVER IS INCLUDED?

**Your** Home Insurance Policy Document is split into 6 Sections. Not all Sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy **schedule** and is subject to the terms, conditions and exclusions set out in this policy documents and any later written notices sent to **you** by **us**.

This policy is not complete without a policy **schedule**. **Your** policy **schedule** will be issued to **you** if **your** application for insurance is accepted.

**Your** policy will be in force for the **period of insurance** shown on **your** policy **schedule** and covers **you** only for insured events that occur during that period. The **schedule** also tells **you** how much **you** are insured for under each Section.

### HOW MUCH TO INSURE FOR

It is up to **you** to make sure that the amounts **you** insure for represent the full re-building cost of the building(s) and the full replacement costs as new of the **contents** concerned. Remember, if **you** underinsure, claim payments may be reduced. **You** can change **your** Sums Insured at any time - **you** do not have to wait for renewal.

### IF YOU HAVE A QUERY

If **you** have any queries or concerns regarding this policy **you** should contact **us** using telephone numbers at the beginning of this policy wording.

### CANCELLATION INFORMATION

#### Cooling-off Period

**You** have the right to cancel the insurance policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that **You** will have received the policy documents upon the day following the date it was emailed / posted to **you**.

#### Outside the Cooling-off Period

Once cover has commenced outside the 30 day period, **you** may cancel **your** policy at any time and will receive a pro-rata refund.

The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

If a claim has been submitted, or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given. This will not affect **your** right to make a claim for any event that happened before the cancellation date.

For the Insurer's cancellation rights, please refer to the General Conditions section of **your** policy wording.

### CHANGES IN YOUR CIRCUMSTANCES

**Your** premium has been based on the information which **you** have given **us** about yourself and **your** home. **You** must tell **us** immediately of any changes to this information including of course any change of address.

Please see condition 2 on page 11 for more detail in relation to the information **we** need to know about and the potential consequences of not providing **us** with that information.

### USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

### HOW TO MAKE A CLAIM

To make a claim, first read the policy and **schedule** to check that **you** are covered. To register a claim and obtain a claim form please contact Intasure on **0345 111 0672**. Or **you** may write to:

Intasure, AMP House, Dingwall Road, Croydon, Surrey CR0 2LX.

**You** should complete a claim form and let **us** have as much information as possible to help **us** deal with **your** claim quickly and fairly.

**You** should also refer to the section on Claims Procedure.

Finally, do not hesitate to ask for advice, **we** will be pleased to help **you**.

### YOUR RESPONSIBILITIES

In order to protect **your** property to its fullest extent **we** will expect **you** to comply with all terms and conditions.

When property is unattended all accessible doors and windows must be secured.

### OUR USE OF LANGUAGE

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

## How to use your Policy

### LAW APPLICABLE TO CONTRACT

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

### DATA PROTECTION ACT 1998

It is agreed by the **Insured** that any information provided to **us** and/or the underwriter regarding the **Insured** will be processed by **us** and / or the underwriter, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

### FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

**We** and other organisations may also access and use this information to prevent fraud and **money** laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

**We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Definitions (applicable to Sections 1 - 4)

Where the following words appear in bold in this insurance contract, they will have the meanings shown below:

### Accidental Damage

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

### Bodily injury

Death or disease.

### Buildings

The **home** and its decorations including:

- Fixtures and fittings attached to the **home**,
- Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,
- Fixed solar panels on the main building.

which **you** own or for which **you** are legally responsible within the premises named in the **schedule**.

### Contents

Household goods, **valuables** and **personal belongings**, within the **home**, which are **your** property or which **you** are legally responsible for.

**Contents** include:

- Tenants fixtures and fittings,
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**,
- **Contents** that are within the premises shown in the **schedule** but not contained within the **home** or **outbuildings** at the time of loss or damage up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**),
- **Contents** in **outbuildings** up to £2,500, unless otherwise stated in the **schedule**,
- Deeds and registered bonds and other personal documents up to £1,500 in total,
- **Valuables** and **personal belongings** up to £15,000 in total, with the limit for any one item being £10,000 within the **home**, and jewellery and watches any one item up to £5,000 within the **home**, unless otherwise stated in the **schedule**,
- **Office equipment** up to £5,000,
- Domestic oil in fixed fuel oil tanks up to £750,
- Pedal cycles up to £500 per pedal cycle within the **home**, unless otherwise stated in the **schedule**,

- **Money** and **credit cards** up to £500 in total, unless otherwise stated in the **schedule**.

**Contents** does not include:

- Money, credit cards, **valuables**, gold and silver plated articles, jewellery and furs in **outbuildings**.
- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- Any part of the **buildings**,
- Any property held or used for business purposes other than as defined under **office equipment**,
- Any property insured under any other insurance,
- Landlords fixtures and fittings

### Credit Cards

Includes charge cards, debit cards, banker's cards and cash dispenser cards.

### Domestic Employee

Any person who carries out paid domestic duties for **you** within **your home** and/or its gardens, other than in connection with **your** business.

### Endorsement

A change in the terms and conditions of this insurance.

### Excess

The amount stated in this booklet or in the **schedule** and payable by **you** in the event of a claim.

### Family

Any **family** (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. '**Family**' does not include lodgers or tenants.

### Heave

Upward and/or lateral movement of the site on which **Your buildings** stand caused by swelling of the ground.

### Home

The private dwelling and the garages and **outbuildings** used for domestic purposes at the premises shown in the **schedule**, which **you** are legally responsible for.

### Landslip

Downward movement of sloping ground.

## Definitions (applicable to Sections 1 - 4)

### Money

- Current legal tender, cheques, postal and **money** orders,
- Postage stamps not forming part of a stamp collection,
- Savings stamps and savings certificates, travellers' cheques,
- Premium bonds, luncheon vouchers and gift tokens,

all held for private or domestic purposes.

### Occupant

A person or persons authorised by **you** to stay in the **home**.

### Office Equipment

**Office equipment** used in conjunction with **your** business in the **home** which belongs to **you** or for which **you** are legally responsible.

**Office equipment** includes:

- Furniture,
- Computers and associated equipment
- Printers,
- Fax machines and modems,
- Photocopiers and scanners,
- Phone equipment.

**Office equipment** does not include:

- Loss of magnetism or corruption of data;
- Compensation for **you** not being able to use the **office equipment**;
- Equipment more specifically insured by any other insurance;
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- **Money** held for business purposes;
- Loss or damage following the equipment being confiscated or repossessed;

Loss or damage to computer software

### Outbuildings

Garden sheds, summer houses or greenhouses, or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £10,000 any one **outbuilding**, unless specifically stated otherwise in the policy **schedule**.

**Outbuildings** exceeding £10,000 in value are subject to a standard **excess** of £250, unless a higher standard excess is shown in **your schedule** and only if agreed by **us**.

Unless otherwise agreed, **outbuildings** do not include:

- Tree houses
- Inflatable buildings; or

- Any structure which is made of canvas, PVC or any other non-rigid material.

### Period of Insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

### Personal Belongings

**Personal belongings** are items that belong to **you** and are normally worn or carried on the person.

**Personal belongings** includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,
- Mobile phones up to £500 unless otherwise stated in the **schedule**,
- Portable computer equipment up to £1,500 unless otherwise stated in the **schedule**.

**Personal belongings** does not include:

- Tools used or held for business, professional or trade purposes,
- **Valuables**,
- Contact or corneal lenses or hearing aids unless otherwise specified in the **schedule**,
- Pedal cycles,
- Any property insured under any other insurance.

### Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

### Schedule

The **schedule** is part of this insurance and contains details of **you**, the premises, the sums insured, the **period of insurance** and the sections of this insurance which apply.

### Settlement

Downward movement as a result of soil being compressed by the weight of the **buildings** within ten years of construction.

### Standard construction

The **buildings** which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.

### Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

## Definitions (applicable to Sections 1 - 4)

### **United Kingdom**

The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

### **Unfurnished**

Where the main **buildings** are not furnished enough for **you** to live in.

### **Unoccupied**

Where the **buildings** have not been lived in by **you** for more than 30 consecutive days during the **period of insurance**.

### **Valuables**

Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to **you** or are **your** legal responsibility.

### **We/Us/Our**

The Insurer stated in the **schedule** and Intasure as administrators of the policy.

### **You/Your/Insured**

The person or persons named in the **schedule** and all members of **your family** who permanently live in the **home**.



## Sum Insured

### Standard Buildings

The buildings sum insured will be up to £1m. This will protect the insured against any rebuild cost inflation and remove the danger of under insurance. Properties with a known rebuild value in excess of £1m will have been agreed by Us.

### Grade II Listed Buildings

The sums insured will be adjusted annually in line with the British Royal Institute of Chartered Surveyors.

## Index Linking

### Contents

The Government's General Index of Retail Prices. Should this Index not be available another appropriate Index will be used.

### Important

Because of regional and national variations in the construction of buildings and cost of materials you should review your buildings sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

## POLICYHOLDER COMPLAINTS (applicable to Sections 1 to 4)

Unless specifically agreed to the contrary this insurance shall be subject to English Law.

### How to make a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should in the first instance contact:

Intasure  
AMP House  
Dingwall Road  
Croydon, Surrey CR0 2LX  
United Kingdom  
Tel: +44(0)20 8274 6777  
Policy Queries = Email: [admin@intasure.com](mailto:admin@intasure.com)  
Claims = Email: [claims@intasure.com](mailto:claims@intasure.com)

Any complaints should be reported to Insurers at the following address and Insurers will deal with the complaint quickly and efficiently and attempt to resolve it as soon as possible.

The Channel Syndicate  
10 Lime Street  
London  
EC3M 7AA  
Tel: +44 (0)20 3535 5070  
E-mail: [Complaints@channel2015.com](mailto:Complaints@channel2015.com)

In the event that **you** remain dissatisfied with **us** then **you** may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA  
Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

In the event that Insurers are unable to resolve the complaint to the **Insured's** satisfaction, then the **Insured** may be able to refer the matter to the Financial Ombudsman Service if the **Insured** is an eligible complainant. They can be contacted at:

Financial Ombudsman Service (FOS)  
Exchange Tower  
Harbour Exchange Square  
London, E14 9SR  
Telephone: 0800 023 4567 (if calling from landline) or  
0300 123 9123 (if calling from a mobile, mobile users may be charged), (same rate as 01 or 02 numbers on mobile phone tariffs)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Making a complaint does not affect your right to take legal action.

### Definition of an Eligible Complaint

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £/€2 million, a charity with an annual income of less than £/€1 million or a trustee of a trust with a net asset value of less than £/€1 million at the time of the complaint. The Financial Ombudsman Service will only consider **your** complaint if **you** have given Intasure or the underwriter the opportunity to resolve it.

### Financial Services Compensation Scheme (FSCS)

Channel Syndicate 2015 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if we cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).

## CLAIMS PROCEDURE (applicable to Sections 1 to 4)

We have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

### How to make a claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **Intasure** straight away by calling the claims helpline on: **0345 111 0672**.

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and contact telephone numbers
- Policy/Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details and date of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **Intasure**, **we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **Contents** or **valuables** and **personal belongings** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work.

### Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

## CLAIMS TERMS AND CONDITIONS (applicable to Sections 1 to 4)

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **us** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police immediately and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without **our** written permission.
- **You** must take care to limit any loss, damage or liability.

### How we deal with your claim

**We** may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

**We** may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

**We** have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

### Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

## GENERAL CONDITIONS (applicable to Sections 1 to 4)

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

Each **home** included under this insurance is considered to be covered as if separately insured.

### 1 Take Care

**You** must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

**You** must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

**You** must always make sure that the sums insured shown in **your schedule** are adequate.

- i. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

- ii. **Contents** should be insured for the full cost of replacement as new.

### 2 Changes in Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 30 days as soon as **you** know about any of the following changes:

- **You** are going to move **home** permanently;
- Someone other than **your family** is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday **home**;
- **Your home** is going to be **unoccupied** or **unfurnished**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;

- **You** or any member of **your family** has received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- Any part of **your home** is going to be used for any trade, professional or business purposes;

There is no need to tell **us** about trade, professional or business use if:

- i. The trade, professional or business use is only clerical; and
- ii. There are no staff employed to work from the **home**; and
- iii. There are no visitors to the **home** in connection with the trade, profession or business; and
- iv. There is no business **money** or stock in the **home**.

When **we** are notified of a change, **we** will tell **you** whether 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 a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

#### Important Notice:

Please note that if the information provided by **you** is not complete and accurate **we** may:-

- cancel **Your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

### 3 Transfer of Interest

**You** cannot transfer **your** interest in the policy without **our** written permission.

## GENERAL CONDITIONS (applicable to Sections 1 to 4)

### 4 Fraud

**You** must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances.

### 5 Cancellation by the Insurer

**We** may cancel this policy or any part thereof by sending 30 days' notice by letter to **you** at **your** last known address.

**You** shall thereupon become entitled to the return of a proportionate part of the premium corresponding to the unexpired **period of insurance**. Where a claim has been made during the current **period of insurance** no refund or credit of premium will be due.

For **your** cancellation rights, please refer to the "How to use **your** policy" section of **your** policy wording.

**We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or

threat of violence or aggressive behaviour against **our** staff, contractors or property);

- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your** policy.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

### 6 Instalment / Direct Debit

If **you** pay **your** premium by Direct Debit and there is any default in payment **we** may cancel the policy by giving notice in accordance with Condition 6 - Cancellation by the Insurer. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current **period of insurance** the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

### 7 Several Liability

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

## GENERAL EXCLUSIONS (applicable to Sections 1 to 4)

### We will not pay for

#### 1 Radioactive Contamination and Nuclear Assemblies

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and

- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 2 War

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority..

#### 3 Existing and Deliberate Damage

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

#### 4 Pollution or Contamination

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

#### 5 Contract (Rights of Third Parties) Act 1999

##### Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act

#### 6 Electronic Data

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
  - Computer viruses, erasure or corruption of electronic data,
  - The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

#### 7 Terrorism

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purpose of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

#### 8 Confiscation

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

## GENERAL EXCLUSIONS (applicable to Sections 1 to 4)

### We will not pay for

#### 9 Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

#### 10 Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

#### 11 Wear and Tear

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

#### 12 Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

#### 13 Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.



## Section 1 - BUILDINGS

Your schedule tells you if this section is in force.

### What is covered

### What is not covered

	The amount of any <b>excess</b> shown in <b>your schedule</b>
	Any cause already excluded within the General Exclusions.
<b>A The Basic Cover</b> Loss of or damage to <b>your buildings</b> during the <b>period of insurance</b> caused by:	<b>A</b>
<b>1</b> Fire, smoke, lightning, explosion or earthquake.	<b>1</b>
<b>2</b> Aircraft and other flying devices or items dropped from them.	<b>2</b>
<b>3</b> <ul style="list-style-type: none"> <li>• Storm</li> <li>• Flood</li> <li>• Weight of snow</li> </ul>	<b>3</b> Loss or damage caused <ul style="list-style-type: none"> <li>(a) by <b>subsidence, heave or landslip</b> other than as covered under number 9 of Section 1,</li> <li>(b) to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges,</li> <li>(c) by a rise in the water table (the level below which the ground is completely saturated with water),</li> <li>(d) to any moveable <b>contents</b> in the open,</li> <li>(e) by weight of snow to garages and <b>outbuildings</b> which are not fully enclosed or have a plastic or glass roof or are not of <b>standard construction</b>.</li> </ul>
<b>4</b> Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<b>4</b> Loss or damage <ul style="list-style-type: none"> <li>(a) caused by <b>subsidence, heave or landslip</b> other than as covered under number 9 of Section 1,</li> <li>(b) to domestic, fixed fuel oil tanks in the open, swimming pools or covers, jacuzzis or hot tubs</li> <li>(c) caused by failure of or lack of sealant and/or grout.</li> </ul>
<b>5</b> Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.	<b>5</b>
<b>6</b> Theft or attempted theft.	<b>6</b>
<b>7</b> Collision or impact by any vehicle or animal.	<b>7</b> Loss or damage caused by insects, birds, vermin or domestic pets.
<b>8</b> Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	<b>8</b>

## Section 1 - BUILDINGS

Your schedule tells you if this section is in force.

### What is covered

### What is not covered

	The amount of any <b>excess</b> shown in <b>your schedule</b> .
	Any cause already excluded within the General Exclusions.
<p><b>9</b> <b>Subsidence</b>, or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>.</p>	<p><b>9</b> (a) Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, jacuzzis, or hot tubs, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause,</p> <p>(b) Loss or damage to solid floors, unless the walls of the <b>home</b> are damaged at the same time by the same cause,</p> <p>(c) Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law,</p> <p>(d) Loss or damage caused by river or coastal erosion,</p> <p>(e) Loss or damage caused by structures bedding down or <b>settlement</b> of newly made up ground, shrinkage or expansion,</p> <p>(f) Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions.</p>
<p><b>10</b> Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.</p>	<b>10</b>
<p><b>11</b> Falling trees, branches, telegraph poles or lamp-posts.</p>	<p><b>11</b> (a) Loss or damage caused by trees being cut down or cut back within the premises,</p> <p>(b) Loss or damage to gates, hedges and fences.</p>
<p><b>B</b> The cost of <b>accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>Fixed glass and double glazing (including the cost of replacing frames),</li> <li><b>Sanitary ware</b>,</li> <li>Ceramic hobs,</li> </ul> <p>all forming part of the <b>buildings</b>.</p>	<b>B</b>
<p><b>C</b> The cost of <b>accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>Domestic oil pipes,</li> <li>Underground water supply pipes,</li> <li>Underground sewers, drains and septic tanks,</li> <li>Underground gas pipes,</li> <li>Underground cables,</li> </ul> <p>serving the <b>home</b> and which <b>you</b> are legally responsible for.</p>	<b>C</b>

## Section 1 - BUILDINGS

Your schedule tells you if this section is in force.

### What is covered

<b>D</b> If <b>you</b> have to move out of <b>your home</b> because of any loss or damage covered under Section 1 Buildings, <b>we</b> will pay <b>you</b> for one of the following expenses or losses <b>we</b> have agreed to: <ul style="list-style-type: none"> <li>• Loss of rent due to <b>you</b> which <b>you</b> are unable to recover;</li> <li>• Additional costs of alternative accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for while the <b>buildings</b> cannot be lived in following loss or damage which is covered under Section One.</li> </ul> <p><b>We</b> will only pay under this Section for the period <b>your home</b> is unfit to live in.</p>
<b>E</b> Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for: <ul style="list-style-type: none"> <li>• Architects, surveyors', consulting engineers and legal fees,</li> <li>• The cost of removing debris and making safe the building,</li> <li>• Costs <b>you</b> have to pay in order to comply with any Government or local authority requirements,</li> </ul> <p>Following loss or damage to the <b>buildings</b> under Section 1.</p>
<b>F</b> Increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section 1 (Buildings).
<b>G</b> Anyone buying the <b>home</b> who will have the benefit of Section 1 (Buildings) cover until the sale is completed or the insurance ends, whichever is sooner.
<b>H</b> The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the <b>home</b> if the keys are lost or stolen anywhere in the world.
<b>I</b> If <b>your buildings</b> are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in <b>your home</b> , <b>we</b> will pay the cost of removing and replacing any other parts of <b>your buildings</b> necessary to find and repair the source of the leak and making good.
<b>J</b> Damage to the <b>buildings</b> caused by forced access to deal with medical emergency or to prevent damage to the <b>home</b> .

### What is not covered

The amount of any <b>excess</b> shown in <b>your schedule</b> .
Any cause already excluded within the General Exclusions.
<b>D</b> More than £50,000 for the <b>buildings</b> damaged or destroyed.
<b>E</b> (a) Any expense for preparing a claim or an estimate for loss or damage, (b) Any costs if Government or local authority requirements have been served on <b>you</b> before the loss or damage.
<b>F</b> More than £750 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Section 1 Buildings and Section 2 Contents, <b>we</b> will not pay more than £750 in total.
<b>G</b> Loss or damage if the <b>buildings</b> are insured under any other insurance.
<b>H</b> More than £500 in total.
<b>I</b> More than £2,500 any one event.
<b>J</b> More than £1,000 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Section 1 Buildings and Section 2 Contents, <b>we</b> will not pay more than £1,000 in total.

## Section 1 - BUILDINGS

### Accidental Damage Cover (Optional)

Your schedule tells you if this section is in force.

#### What is covered

#### What is not covered

The amount of any **excess** shown in **your schedule**.

Any cause already excluded within the General Exclusions.

#### 1 Accidental Damage to the Buildings

This extension covers **accidental damage** to the **buildings**.

#### 1

- (a) Damage or any proportion of damage which **we** specifically exclude elsewhere under Section 1 (Buildings),
- (b) The **buildings** moving, settling, shrinking, collapsing or cracking,
- (c) Damage while the **home** is being altered, repaired, professionally cleaned, maintained or extended,
- (d) The cost of general maintenance,
- (e) Damage from mechanical or electrical faults or breakdown,
- (f) Damage caused by dryness, dampness, extreme of temperature or exposure to light,
- (g) Damage to swimming pools or covers, gates and fences and fuel tanks,
- (h) Damage caused by domestic pets,
- (i) Depreciation in value.

## Section 1 - BUILDINGS

### Legal Liability (as owner of the home)

Your schedule tells you if this section is in force.

#### What is covered

We will pay for **your** legal liability:

As owner of the **home** for any amounts **you** become legally liable to pay as damages for

- **Bodily injury**
- Damage to property

Caused by an accident happening at the **premises** during the **period of insurance**

We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **we** will also pay any costs and expenses **we** have agreed in writing.

#### What is not covered

Any cause already excluded within the General Exclusions.

We will not pay for **your** legal liability

- (a) For **bodily injury** to:
  - **You**
  - Any other permanent member of the **home**
  - Any person who at the time of sustaining injury is engaged in **your** service
- (b) For **bodily injury** arising directly or indirectly from any communicable disease or condition
- (c) Arising out of any criminal or violent act to another person or property
- (d) For damage to property owned by or in the charge or control of:
  - **you**
  - any other permanent member of the **home**
  - any person engaged in **your** service
- (e) In Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**
- (f) Arising directly or indirectly out of any profession, occupation, business or employment
- (g) Which **you** have assumed under contract and which would not otherwise have attached
- (h) Arising out of **your** ownership, possession or use of:
  - (i) any motorised or horse-drawn vehicle other than:
    - domestic gardening equipment used within the premises and
    - pedestrian controlled gardening equipment used elsewhere
  - (ii) any power-operated lift other than stairlifts
  - (iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes
  - (iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

## Section 1 - BUILDINGS

### Legal Liability (as owner of the home)

Your schedule tells you if this section is in force.

#### What is covered

#### What is not covered

Any cause already excluded within the General Exclusions.

- (i) In respect of any kind of pollution and/or contamination other than:
  - (i) caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the premises named in the **schedule**; and
  - (ii) reported to **us** not later than 30 days from the end of the **period of insurance**;  
in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident
- (j) Arising out of **your** ownership, occupation, possession or use of any land or building that is not within the premises
- (k) If **you** are entitled to indemnity under any other insurance, until such insurance(s) is exhausted

## Section 1 - BUILDINGS

### Defective Premises Act 1972

Your schedule tells you if this section is in force.

#### What is covered

Any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**.

**We** will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **we** will also pay any costs and expenses **we** have agreed in writing.

#### What is not covered

The amount of any **excess** shown in **your schedule**.

Any cause already excluded within the General Exclusions.

- (a) Liability arising from an incident which happened over 7 years after this insurance ends or **your home** was sold, whichever is the sooner
- (b) Liability arising from any cause which **you** are entitled to under another source
- (c) The cost of correcting any fault or alleged fault
- (d) Liability arising from any **home** previously owned and occupied by **you** in which **you** still hold legal title or have an interest
- (e) Anything owned by or the legal responsibility of **your family**
- (f) Injury, death, disease or illness to any of **your family** (other than **your domestic employee(s)** who normally live with **you**)
- (g) Liability arising from any employment, trade, profession or business of any of **your family**
- (h) Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement
- (i) Liability arising from The Party Wall ext Act 1996

## CONDITIONS that apply to Section 1 - Buildings only

### How we deal with your claim

1) **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:

- The cost of the work had it been completed by **our** nominated contractor; or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage;
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

2) Where an **excess** applies, this will be taken off the amount of **your** claim.

3) If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.

4) The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your schedule**.

5) **We** will not pay the cost of replacing or repairing any undamaged part of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under the Buildings section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

### Your sum insured

**Your buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

**We** will not pay more than the sum insured for each premises shown in the **schedule**.

### Proportionate remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

**We** will not charge any extra premium for maintaining the sum insured.

### Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the **index** moves down unless **you** ask **us** to.



## Section 2 - CONTENTS

Your schedule tells you if this section is in force.

### What is covered

### What is not covered

What is covered	What is not covered
	The amount of any <b>excess</b> shown in <b>your schedule</b> .
	Any cause already excluded within the General Exclusions.
<b>A The Basic Cover</b> Loss of or damage to <b>your contents</b> during the <b>period of insurance</b> caused by:	<b>A</b>
<b>1</b> Fire, smoke, lightning, explosion or earthquake.	<b>1</b>
<b>2</b> Aircraft and other flying devices or items dropped from them.	<b>2</b>
<b>3</b> <ul style="list-style-type: none"> <li>• Storm</li> <li>• Flood</li> <li>• Weight of snow</li> </ul>	<b>3</b> (a) Damage caused by a rise in the water table (the level below which the ground is completely saturated with water),  (b) <b>Contents</b> that are located within the premises shown in the <b>schedule</b> but not contained within the <b>home</b> or <b>outbuildings</b> at the time of loss or damage.
<b>4</b> Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	<b>4</b> Loss or damage (a) to the installation itself, (b) caused by failure of or lack of sealant and/or grout.
<b>5</b> Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.	<b>5</b> Loss or damage to the installation itself.
<b>6</b> Theft or attempted theft.	<b>6</b> (a) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.  (b) Any amount exceeding £2,500 for <b>contents</b> in any garage or <b>outbuilding</b> unless specified in the <b>schedule</b> .
<b>7</b> Collision or impact by any vehicle or animal.	<b>7</b> Loss or damage caused by insects, birds, vermin or domestic pets.
<b>8</b> Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	<b>8</b>

## Section 2 - CONTENTS

Your schedule tells you if this section is in force.

### What is covered

### What is not covered

	The amount of any <b>excess</b> shown in <b>your schedule</b> .
	Any cause already excluded within the General Exclusions.
<p><b>9</b> <b>Subsidence</b>, or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>.</p>	<p><b>9</b> (a) Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, alterations or extensions,            (b) Loss or damage caused by river or coastal erosion,            (c) Loss or damage to solid floors, unless the walls of the <b>home</b> are damaged at the same time by the same event,            (d) Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.</p>
<p><b>10</b> Falling trees, branches, telegraph poles or lamp-posts.</p>	<p><b>10</b> Loss or damage caused by trees being cut down or cut back, within the boundary of the <b>buildings</b>.</p>
<p><b>B</b> The cost of <b>accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>• Television sets (including digital and satellite receivers),</li> <li>• Audio, video, games consoles, DVD players/recorders,</li> <li>• Radios,</li> <li>• <b>Home</b> computers and associated equipment,</li> <li>• Receiving aerials, dishes and closed circuit television cameras, situated within the <b>home</b>.</li> </ul>	<p><b>B</b></p> <ul style="list-style-type: none"> <li>• Damage to video cameras, digital cameras or digital imaging or recording equipment designed to be hand held or carried, portable audio equipment, laptop computers and musical instruments,</li> <li>• Loss or damage caused by domestic pets,</li> <li>• Loss or damage to tapes, records, cassettes, discs, DVD's or computer software,</li> <li>• Mechanical or electrical faults or breakdown,</li> <li>• Damage caused from light, or atmospheric or climatic conditions,</li> <li>• Damage caused by scratching or denting,</li> <li>• Damage caused by computer viruses.</li> </ul>
<p><b>C</b> Loss or damage to <b>office equipment</b>.</p>	<p><b>C</b></p> <ul style="list-style-type: none"> <li>• More than £5,000 in any <b>period of insurance</b> unless stated in the <b>schedule</b>,</li> <li>• Compensation for <b>you</b> not being able to use the <b>office equipment</b>,</li> <li>• Loss of magnetism or corruption of data,</li> <li>• Loss or damage following the equipment being confiscated or repossessed,</li> <li>• The cost of reconstituting any lost or damaged data,</li> <li>• More than £1,000 in respect of stock,</li> <li>• Loss or damage to any <b>money</b> held for business purposes,</li> <li>• Loss or damage to computer software,</li> <li>• Property more specifically insured elsewhere.</li> </ul>

## Section 2 - CONTENTS

Your schedule tells you if this section is in force.

### What is covered

### What is not covered

	The amount of any <b>excess</b> shown in <b>your schedule</b> .
	Any cause already excluded within the General Exclusions.
<p><b>D</b> If <b>you</b> have to move out of <b>your home</b> because of any loss or damage covered under Section 2 - Contents, <b>we</b> will pay <b>you</b> for one of the following expenses or losses <b>we</b> have agreed to:</p> <ul style="list-style-type: none"> <li>• The cost of alternative accommodation for the time <b>You</b> cannot live in <b>your home</b>,</li> <li>• An amount equal to the rent which <b>you</b> pay while <b>you</b> are not living in <b>your home</b>.</li> </ul> <p><b>We</b> will only pay under this Section for the period <b>your home</b> is unfit to live in.</p>	<p><b>D</b> Any amount over 20% of the sum insured for <b>contents</b> specified in the <b>schedule</b>.</p>
<p><b>E</b> The <b>contents</b>, if these are not already insured elsewhere whilst they are temporarily out of the <b>home</b> against loss or damage directly caused by:</p> <p>(i) Events 1-10 under Section 2 Contents while the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>• In any occupied private dwelling</li> <li>• In any <b>buildings</b> where <b>you</b> are living or working,</li> <li>• In any building for valuation, cleaning or repair,</li> <li>• In any furniture store,</li> <li>• In any bank or safe deposit.</li> </ul> <p>(ii) Fire, lightning, explosion, earthquake, theft or attempted theft while the <b>contents</b> are being moved to <b>your</b> new <b>home</b> or to or from any bank, safe deposit or furniture store.</p>	<p><b>E</b></p> <ul style="list-style-type: none"> <li>• <b>Contents</b> outside the <b>United Kingdom</b>,</li> <li>• <b>Money</b> or <b>credit cards</b>,</li> <li>• Any amount over 20% of the sum insured under Section Two for <b>contents</b> in a furniture store.</li> </ul>
<p><b>F</b> Loss or damage to <b>contents</b> belonging to visitors as a result of insured events 1 to 10.</p>	<p><b>F</b></p> <ul style="list-style-type: none"> <li>• Loss or damage to <b>contents</b> which are covered by any other insurance,</li> <li>• Loss or damage to <b>contents</b> belonging to a paying guest or lodger,</li> <li>• More than £250 for any one visitor.</li> </ul>
<p><b>G</b> Fatal injury to <b>you</b>, happening at the premises shown in the <b>schedule</b>, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.</p>	<p><b>G</b> More than £10,000 for each <b>insured</b> with no policy <b>excess</b> applying.</p>
<p><b>H</b> Costs <b>You</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys anywhere in the world.</p>	<p><b>H</b> More than £500 in total.</p>

## Section 2 - CONTENTS

Your schedule tells you if this section is in force.

### What is covered

### What is not covered

	The amount of any <b>excess</b> shown in <b>your schedule</b> .
	Any cause already excluded within the General Exclusions.
<b>I</b> Increased metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section 2 (Contents).	<b>I</b> More than £750 in any <b>period of insurance</b> . If <b>you</b> claim for such loss under Section 1 (Buildings) and Section 2 (Contents), <b>we</b> will not pay more than £750 in total.
<b>J</b> <b>Accidental damage</b> to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.	<b>J</b>
<b>K</b> Amounts that <b>you</b> become legally liable to pay under a tenancy agreement for loss or damage caused by events 1 – 10 of Section 2 Contents or events a) and b) of Section 1 (Buildings).  <b>We</b> will only provide this cover if the loss or damage occurs during the <b>period of insurance</b> .  If <b>you</b> die, <b>we</b> will pay all amounts <b>your</b> personal representatives become legally liable to pay for liability under this section.	<b>K</b> Any amount over 20% of the sum insured for <b>contents</b> specified in the <b>schedule</b> .
<b>L</b> The <b>contents</b> sum insured shown in the <b>schedule</b> is automatically increased by £3,500 for gifts within the <b>home</b> during the month in which <b>you</b> celebrate a religious festival, wedding day or birthday.	<b>L</b> Loss or damage occurring outside of the <b>period of insurance</b> .
<b>M</b> <b>Contents</b> belonging to a member of <b>your family</b> who is away at University/College during term time but who usually resides at the <b>home</b> against loss or damage by events 1-11 of Section 2 (Contents).	<b>M</b> <ul style="list-style-type: none"> <li>• More than £2,500 in total,</li> <li>• More than £500 for any one item,</li> <li>• Theft unless following forcible and violent entry.</li> </ul>
<b>N</b> The cost of replacing electronic information <b>you</b> have bought and stored on equipment within <b>your home</b> and that is lost or damaged by events 1 – 10 of Section 2 (Contents).	<b>N</b> <ul style="list-style-type: none"> <li>• The cost of remaking a file, tape or disk,</li> <li>• The cost of rewriting the electronic information,</li> <li>• More than £500 in any one <b>period of insurance</b>,</li> <li>• The cost of any information stored for business purpose use.</li> </ul>
<b>O</b> The cost of replacing <b>your</b> food in <b>your</b> refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the <b>period of insurance</b> .	<b>O</b> <ul style="list-style-type: none"> <li>• Loss or damage caused by any electricity or gas company deliberately cutting off or restoring <b>your</b> supply,</li> <li>• Loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action,</li> <li>• Loss or damage caused where <b>you</b> have not complied with the operating instructions set out in the manufacturers hand book,</li> <li>• Loss or damage unless <b>you</b> tell <b>us</b> within 48 hours of discovery,</li> <li>• More than £500 in any one <b>period of insurance</b>.</li> </ul>

## Section 2 - CONTENTS

Your schedule tells you if this section is in force.

### What is covered

### What is not covered

	The amount of any <b>excess</b> shown in <b>your schedule</b> .
	Any cause already excluded within the General Exclusions.
<b>P</b> Damage to the <b>Contents</b> caused by forced access to deal with a medical emergency or to prevent damage to the <b>home</b> .	<b>P</b> More than £1,000 in any one <b>period of insurance</b> . If you claim for such loss under Section 1 Buildings and Section 2 Contents, <b>we</b> will not pay more than £1,000 in total.

## Section 2 - CONTENTS

### Accidental Damage Cover (Optional)

Your schedule tells you if this section is in force.

#### What is covered

##### 1 Accidental Damage to the Contents

This extension covers **accidental damage** to the **contents** of the **home**.

#### What is not covered

The amount of any **excess** shown in **your schedule**.

Any cause already excluded within the General Exclusions

##### 1

- (a) Damage or any proportion of damage which **we** specifically exclude elsewhere under Section 2 (Contents),
- (b) More than £1,000 in total for porcelain, china, glass and other brittle articles,
- (c) **Money, credit cards**, documents or stamps,
- (d) Damage to contact, corneal or micro corneal lenses
- (e) Damage caused by dryness, dampness, extremes of temperature and exposure to light,
- (f) Damage caused by domestic pets.

## Section 2 - CONTENTS

### Accidents to Domestic Employees

Your schedule tells you if this section is in force.

#### What is covered

**We** will pay all amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for accidental **bodily injury to domestic employees** happening during the **period of insurance** in connection with incidents arising at the **home**.

#### What is not covered

The amount of any **excess** shown in **your schedule**.

Any cause already excluded within the General Exclusions

- More than £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that **we** have agreed in writing.

#### **Bodily injury** arising directly or indirectly:

- From any communicable disease or condition,
- From the ownership or occupation of any land or **buildings** other than the **home**,
- Where **you** are entitled to cover from another source,
- From any trade or business activity,
- From **you** owning or using any:
  - a) Power-operated lift,
  - b) Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use),
  - c) Aircraft, hovercraft or watercraft (other than rowing boards or canoes),
  - d) Caravan or trailer,
  - e) Animals other than **your** pets,
  - f) Dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.
- From firearms (except shotguns used for sporting purposes),
- The direct or indirect consequences of assault or alleged assault,
- Any deliberate, wilful or malicious act.

## Section 2 - CONTENTS

### Legal Liability (as occupier of the home)

Your schedule tells you if this section is in force.

#### What is covered

**We** will pay for **your** legal liability:

(i) As occupier for any amounts **you** become legally liable for as damages for:

- **Bodily injury**
- Damage to property

Caused by an accident happening at the premises during the **period of insurance**,

Or

(ii) As a private individual for any amounts **you** become legally liable to pay as damages for:

- **Bodily injury**
- Damage to property

Caused by an accident happening anywhere in the world during the **period of insurance**.

**We** will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **we** will also pay any costs and expenses **we** have agreed in writing.

#### What is not covered

Any cause already excluded within the General Exclusions

**We** will not pay for **your** legal liability:

(a) For **bodily injury** to:

- **You**
- Any other permanent member of the **home**
- Any person who at the time of sustaining injury is engaged in **your** service

(b) For **bodily injury** arising directly or indirectly from any communicable disease or condition

(c) Arising out of any criminal or violent act to another person or property

(d) For damage to property owned by or in the charge or control of:

- **you**
- any other permanent member of the **home**
- any person engaged in **your** service

(e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**

(f) Arising directly or indirectly out of any profession, occupation, business or employment

(g) Which **you** have assumed under contract and which would not otherwise have attached

(h) Arising out of **your** ownership, possession or use of:

- any motorised or horsedrawn vehicle other than:
  - domestic gardening equipment used within the premises and
  - pedestrian controlled gardening equipment used elsewhere
- any power-operated lift other than stairlifts
- any aircraft or watercraft other than manually operated rowing boats, punts or canoes
- any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

(i) In respect of any kind of pollution and/or contamination other than:

- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of**



## Section 2 - CONTENTS

### Legal Liability (as occupier of the home)

Your schedule tells you if this section is in force.

#### What is covered

#### What is not covered

Any cause already excluded within the General Exclusions

**insurance** at the premises named in the **schedule**;  
and

(ii) reported to **us** not later than 30 days from the end of  
the **period of insurance**;

in which case all such pollution and/or contamination  
arising out of such accident shall be deemed to have  
happened at the time of such accident

(j) Arising out of **your** ownership, occupation, possession or  
use of any land or building that is not within the premises

(k) If **you** are entitled to indemnity under any other insurance,  
until such insurance(s) is exhausted

## Section 2 - CONTENTS

### Legal Liability (as occupier of the home - Unrecovered Court Awards)

Your schedule tells you if this section is in force.

#### What is covered

#### What is not covered

	The amount of any <b>excess</b> shown in <b>your schedule</b> .
	Any cause already excluded within the General Exclusions
Sums which <b>you</b> have been awarded by a court in the <b>United Kingdom</b> and which still remain outstanding three months after the award has been made provided that: <ul style="list-style-type: none"><li>• Part (ii) of <b>your</b> Legal Liability (as occupier of the <b>home</b>) would have indemnified <b>you</b> had the award been made against <b>you</b> rather than to <b>you</b></li><li>• There is no appeal pending</li><li>• <b>You</b> agree to allow <b>us</b> to enforce any right which <b>we</b> shall become entitled to upon making payment</li></ul>	More than £100,000 for any claim or series of claims during the <b>period of insurance</b> .

## CONDITIONS that apply to Section 2 - Contents only

### How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section 2 Contents.

- 1) Where the damage can be economically repaired **we** will pay the cost of repair;
- 2) Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality;
- 3) Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
- 4) Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to:

- Clothes;
- Camping equipment;
- Household linen;
- Pedal Cycles;

where **we** will take an amount off for wear and tear.

**We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or specific part.

### Your sum insured

**Your contents** must be insured for the full cost of replacement as new.

**We** will not pay any more than the sum insured for the **contents** of each premises shown in the **schedule**.

### Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum

insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

### Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

**We** will not charge any extra premium for maintaining the sum insured.

### Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

## Section 3 - VALUABLES AND PERSONAL BELONGINGS (cover away from the home) - (Optional)

Your schedule tells you if this section is in force.

### What is covered

- A** Accidental loss, damage or theft of **your valuables** and **personal belongings** listed in the **schedule** occurring during the **period of insurance** when in the **United Kingdom** or when elsewhere in the world during a temporary visit not exceeding 60 days in any one **period of insurance**.

### What is not covered

The amount of any **excess** shown in **your schedule**.

Any cause already excluded within the General Exclusions

- A**
- (a) Damage caused by moth, vermin or rot,
  - (b) Damage from electrical or mechanical faults or breakdown,
  - (c) More than £10,000 for any one item (including articles forming a pair or set) and jewellery and watches any one item up to £5,000, unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**,
  - (d) Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon,
  - (e) Damage to guns caused by rusting or bursting barrels,
  - (f) Breakage of any sports equipment whilst in use,
  - (g) Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision,
  - (h) More than £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised **occupant**,
  - (i) More than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **Your** absence from such rooms,
  - (j) Loss or damage caused by domestic pets,
  - (k) Riot or civil commotion outside the **United Kingdom**,
  - (l) Depreciation in value,

## Section 3 - VALUABLES AND PERSONAL BELONGINGS (cover away from the home) - (Optional)

Your schedule tells you if this section is in force.

### What is covered

**B** Theft or accidental loss of **money** or fraudulent use of **your credit card(s)**.

Any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**.

Provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the card issuing company and the Police.

Where **you** have reported **your credit card(s)**, cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances **you** will only be liable for the first £50 of the claim.

### What is not covered

The amount of any **excess** shown in **your schedule**.

Any cause already excluded within the General Exclusions

- B**
- (a) Any shortages due to error or omission,
  - (b) Loss of value,
  - (c) More than £500 in total, any one event,
  - (d) Loss where conditions under which **your credit card(s)** were issued to **you** have been breached.

## CONDITIONS that apply to Section 3 - Valuables and Personal Belongings only

### How we deal with your claim

We will repair, replace or pay for any article covered under Section 3 **valuables** and **personal belongings**.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new, and
- **You** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes,
- Camping equipment,
- Household linen,

where **we** will take off an amount for wear and tear.

**We** will not pay the cost of replacing or repairing any undamaged parts of items which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

**We** can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

### Your sum insured

The most **we** will pay under Section 3 Valuables and Personal belongings is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section 3 valuables and personal belongings is £10,000 and jewellery and watches up to £5,000 unless otherwise stated in the **schedule**.

### Proportionate remedy

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you**.

## Section 4 - PEDAL CYCLES (Optional)

Your schedule tells you if this section is in force.

### What is covered

This insurance extends to cover the cost of repairing or replacing **your** pedal cycle(s) (as shown in the **schedule**) following:

- Theft or attempted theft,
- **Accidental damage,**

Anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the

**Period of Insurance.**

### What is not covered

The amount of any **excess** shown in **your schedule**.

Any cause already excluded within the General Exclusions

- (a) Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time,
- (b) Damage from mechanical or electrical faults or breakdown,
- (c) Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes,
- (d) Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft,
- (e) More than the sum insured shown in the **schedule**,
- (f) Theft by fraudulent means.

## CONDITIONS that apply to Section 4 - Pedal Cycles only

### How we deal with your claim

- 1) Where the damage can be repaired economically **we** will pay the cost of the repair;
- 2) Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
- 3) If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
- 4) Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality **we** will make a cash payment equal to an agreed replacement value;
- 5) **We** will settle **your** claim less any **excess** subject to any limit shown in the **schedule**.

Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

### Your sum insured

The most **we** will pay under Section 4 – Pedal Cycles is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section 4 – Pedal Cycles is £1,500 unless otherwise stated in the **schedule**.

### Proportionate remedy

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what **your** premium would have been if **your** pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you**.



## ENDORSEMENTS (applicable to Sections 1 - 4)

The **endorsements** shown below, only apply to **your** policy if the **endorsement** number is specified in **your** policy **schedule** and they are subject to the terms, conditions and limitations of this policy.

### BUSINESS USE

#### B01

##### BUSINESS USE EXTENSION CLAUSE

It is noted and agreed that cover under Section 1 – **Buildings** - Personal Liability (as owner of the **home**) extends to include **your** legal liability, as defined in that section, for using the **home** in connection with **your** business as disclosed to **us** by **you**, however, **we** will not cover any liability arising out of advice given or services rendered in respect of **your** profession, occupation, business or employment.

#### B02A

##### BUSINESS USE EXTENSION CLAUSE – ALTERNATIVE LIABILITY

It is noted and agreed that the **home** is used in connection with **your** business as disclosed to **us** by **you**, however Section One of this insurance has not been extended to include **your** legal liability for using the **home** in connection with **your** business as **you** have disclosed that **you** hold a separate liability policy for **your** business use.

#### B02B

##### BUSINESS USE EXTENSION CLAUSE – NO LIABILITY

It is noted and agreed that the **home** is used in connection with **your** business as disclosed to **us** by **you**, however Section One of this insurance has not been extended to include **your** legal liability for using the **home** in connection with **your** business as **you** declined to pay the additional premium for extending cover.

#### B03

##### CHILD MINDERS CLAUSE

Whilst the **home** is used as a nursery, supervising infants within **your** care, this insurance does not cover:-

- a) **accidental damage**; and
- b) loss or damage resulting from theft or attempted theft from the **home** other than as a result of forcible and violent entry.
- c) Personal liability as defined in Sections 1 & 2

#### B04

##### CHILD MINDERS CLAUSE (INCLUDING ACCIDENTAL DAMAGE)

Whilst the **home** is used as a nursery, supervising infants within **your** care, this insurance does not cover:-

- a) loss or damage resulting from theft or attempted theft from the **home** other than as a result of forcible and violent entry.
- b) personal liability as defined in Sections 1 & 2

- c) the first £250 of every claim for **Accidental damage**, occurring during child-minding hours.

### COVER EXCLUSION

#### E01

##### SUBSIDENCE, LANDSLIP AND HEAVE EXCLUSION CLAUSE

This insurance does not cover **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.

#### E02

##### FLOOD EXCLUSION CLAUSE

Section 1 **Buildings** and Section 2 **Contents** of this insurance do not cover loss or damage caused by flood other than directly resulting from escape of water from fixed water tanks, heating installations, apparatus or pipes as shown in event 4 of Section 1 **Buildings** and Section 2 **Contents**.

#### E03

##### THEFT EXCLUSION CLAUSE

This insurance does not cover theft or attempted theft.

#### E04

##### UNATTENDED VEHICLES CLAUSE

This insurance does not cover theft or disappearance of **Valuables** and Personal Effects from any vehicle unless at the time of theft or disappearance:-

- a) The items had been stored out of sight within a locked boot or compartment; and
- b) All the protections fitted to the vehicle had been put into full and effective operation; and

Furthermore, this insurance does not cover theft or disappearance of **Valuables** and Personal Effects from any vehicle that was unattended at the time of the theft or disappearance between the hours of 23:00 and 07:00

#### E05

##### WORK BEING CARRIED OUT ON PROPERTY

This insurance does not cover loss, damage or liability arising from property which is being worked upon.

#### E06

##### CONTRACTORS EXCLUSION CLAUSE

This insurance does not cover loss, damage or liability arising out of the activities of contractors.

## ENDORSEMENTS (applicable to Sections 1 to 4)

### E07

#### ALTERNATIVE ACCOMMODATION CLAUSE

This insurance does not cover the cost of alternative accommodation or loss of rent where the **home** is unfit to live in because of loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.

### E08

#### MALICIOUS DAMAGE CLAUSE

This insurance does not cover malicious damage

## JEWELLERY

### J01

#### JEWELLERY CLAUSE

This insurance does not cover loss of or theft of jewellery unless at the time of loss or theft the jewellery is:-

- a) being worn by **you**; or
- b) deposited in a bank or hotel/motel safe; or
- c) in a locked safe at the **home** or
- d) carried by hand by **you**

### J02

#### JEWELLERY MAINTENANCE CLAUSE

This insurance does not cover loss or damage to stones or repairs to settings of any items of jewellery which have a value of more than £5,000, unless the jewellery has been examined at least once every two years by a competent jeweller and the settings renewed if that was recommended by the jeweller. In the event of loss or damage **we** may request sight of the examination documents or written confirmation from the jeweller that all settings were in good order.

### J03

#### SAFE CLAUSE

This insurance does not cover theft of jewellery from the **home** unless the jewellery is kept in a locked safe, which is permanently attached or secured to the **home**, whilst not being worn and any and all keys to the safe are removed from the **home** while **you** are absent from the **premises**.

## MISCELLANEOUS

### M01

#### MORTGAGEE'S INTEREST CLAUSE

It is understood and agreed that the interest of the mortgagee in this insurance shall not be prejudiced by any act or neglect of the mortgagor or occupier of any **buildings** hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the mortgagee, provided the mortgagee, as soon as possible after becoming aware thereof, shall give notice to the insurers and pay an additional premium if required.

### M02

#### FLAT ROOF CLAUSE

It is noted and agreed that a proportion of the roof at the **home**, as specified to **us**, is flat, therefore cover for loss or damage to any part of the **buildings** and/or **contents** is subject to the following terms and conditions:-

- a) an **excess** of £250, or higher **excess** if shown in the **schedule**, applies in respect of damage to the flat roofed areas of the **buildings** in respect of claims arising from storm, flood or weight of snow
- b) loss or damage arising as a result of water leaking through the flat roofed areas of the **buildings** is excluded unless the loss or damage is caused by an insured peril
- c) loss or damage to any felt roofed areas of the **buildings** is excluded unless the felt roofs that are the subject of the claim have been fully recovered or renewed in the past 12 years

### M03

#### NON-STANDARD CONSTRUCTION CLAUSE

It is agreed and accepted by **us** that the **home** is not of **standard construction** as defined in the policy wording.

### M04

#### NOTICE CLAUSE

**You** must tell **us** before there is any change in occupancy of the insured **buildings** (i.e. properties that become **unoccupied** and/or if any vacant **buildings** become occupied) as **we** may adjust the premium and/or terms or **your** cover.

### M05

#### TREE MAINTENANCE CLAUSE (TREES WITHIN THE BOUNDARY OF THE HOME)

It is a condition precedent to **our** liability under this insurance that all trees and shrubs within 7 metres (22ft) of the **home** which are more than 3 metres (10ft) tall must be inspected by a recognised

## ENDORSEMENTS (applicable to Sections 1 to 4)

tree surgeon at least once every two years and managed in line with their recommendations.

Where an inspection has not previously been carried out in the last two years then **you** must arrange for one to be carried out within the first three months of this insurance and then at least once every two years thereafter.

Where an inspection has been carried out in the last two years then **you** must arrange for the next inspection to be carried out within two years of the date of the last inspection and then at least once every two years thereafter.

### **M06 TREE MAINTENANCE CLAUSE (TREES OUTSIDE THE BOUNDARY OF THE Home)**

It is a condition precedent to **our** liability under this insurance that **you** place **your** neighbours and/or local authority on notice with regards to their responsibility to maintain all trees and vegetation that are over 3 metres (10ft) tall and within 7 metres (22ft) of **your home**. This notification should be via registered post with all copies of correspondence kept. **You** must also repeat this process every time there is a new neighbour.

### **M08 FLATS CLAUSE**

The sum insured under Section 1 **Buildings** represents the value of that portion of the **buildings** owned by **you** (including external walls, roof and foundations and such common parts of the **buildings** for which **you** are legally responsible). In the event of a loss resulting from an insured peril to any part of the **premises** not occupied by **you** but for which **you** are legally responsible, **we** will only pay such portion of that loss as the sum insured bears to the reinstatement value of the **buildings**.

### **M09 MINOR WORKS EXTENSION**

Section one (**Buildings**) is extended to cover work in progress and materials on site (excluding contractors tools and plant) used in connection with **buildings** works being carried out at the **home** during the period notified to insurers, against loss or damage directly caused by the following:-

- Fire, smoke, lightning, explosion or earthquake.
- aircraft and other flying devices or items dropped from them
- storm, flood or weight of snow
- escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes

- any person taking part in a riot, violent disorder, strike, labour disturbance or civil commotion

and for a total completed value as specified on the Risk Aggravations section of your Statement of Fact.

**We** agree that during the period of the contract mentioned above, section one (**Buildings**) and section two (**Contents**) will be in the joint names of **you** and the Contractors, provided that the Contractors observe, fulfil and obey the conditions of this insurance as if they were **you**.

**We** will not pay:-

- for damage caused by storm, flood or weight of snow whilst the **home** is NOT wind and weatherproof
- the first £250 of every claim
- any liability to third parties arising out of the above building operations as a result of a negligent act of the Contractors or their agents.
- any additional contribution to any claim that may attach due to the insolvency of Contractors Insurers.

This extension is also subject to all the Conditions of section one (**Buildings**) and section two (**Contents**), and the General Conditions, Exclusions and Claims Conditions of this insurance.

### **M10 MARQUEES CLAUSE**

Section 3 is extended to provide cover for Marquees within the **premises** that **you** are responsible for, subject to the following terms and conditions:-

- The marquee must only be erected and dismantled by experienced persons
- Cover is not provided for loss or damage occurring whilst the marquee is being erected or dismantled
- An **excess** of £250 applies to each and every loss
- Any heat source must be a distance of at least 2 metres away from the sides of the marquees or any combustible lining

### **M12 MOBILITY SCOOTER CLAUSE**

Section 3 of this insurance is extended to cover the Mobility Scooter(s) as specified in the **schedule** subject to the following additional terms and conditions:

In respect of the mobility scooter(s), this insurance does not cover:-

- theft or attempted theft where the keys or any other device which enables the scooter to be started are left in or on the

## ENDORSEMENTS (applicable to Sections 1 to 4)

- scooter whilst it is unattended.
- b) theft between the hours of 23:00 and 07:00 whilst the scooter is not in use unless from a locked building.
  - c) loss or damage to tyres, lamps and accessories unless the scooter is stolen or damaged at the same time.
  - d) damage arising from mechanical or electrical faults or breakdown
  - e) loss or damage while the scooter is used for racing or pace-making or is let out on hire or is used other than for private purposes.

Section 2 – Contents - Personal Liability of this insurance is amended as follows:-

Exclusion: From **you** owning or using any:

Exclusion b)  
arising out of the ownership, possession or operation of Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use is amended to read

Exclusion : From **you** owning or using any:

- b) any mechanically propelled or horsedrawn vehicle OTHER THAN
  1. a domestic gardening implement operated within the **Insured's Property**
  2. pedestrian controlled gardening implements operated elsewhere
  3. mobility scooter(s) specified in the **schedule** that are not licensed for road use

### M13

#### QUAD BIKE CLAUSE

Section 3 of this insurance is extended to cover the Quad Bike(s) specified in the **schedule** subject to the following additional terms and conditions:

In respect of the Quad Bike(s), this insurance does not cover:-

- a) theft or attempted theft where the keys or any other device which enables the quad bike to be started are left in or on the quad bike whilst it is unattended.
- b) theft between the hours of 23:00 and 07:00 whilst the quad bike is not in use unless from a locked building.
- c) loss or damage to tyres, lamps and accessories unless the quad bike is stolen or damaged at the same time.
- d) damage arising from mechanical or electrical faults or breakdown

- e) loss or damage while the quad bike is used for racing or pace-making or is let out on hire or is used other than for private purposes.

This insurance does not provide cover for any legal liability arising out of the use or ownership of quad bike(s).

### M14

#### LAWNMOWER CLAUSE

Section 3 of this insurance is extended to cover the Lawnmowers as specified in the **schedule** subject to the following additional terms and conditions:

In respect of the Lawnmowers, this insurance does not cover:-

- a) theft or attempted theft where the keys or any other device which enables the lawnmower to be started are left in or on the lawnmower whilst it is unattended.
- b) theft between the hours of 23:00 and 07:00 whilst the lawnmower is not in use unless from a locked building.
- c) loss or damage to tyres, lamps and accessories unless the lawnmower is stolen or damaged at the same time.
- d) damage arising from mechanical or electrical faults or breakdown
- e) loss or damage while the lawnmower is used for racing or pace-making or is let out on hire or is used other than for private purposes.

**Section 2 – Contents personal liability - of this insurance is amended as follows:-**

Exclusion: From **you** owning or using any:

Exclusion b)  
arising out of the ownership, possession or operation of Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use) is amended to read

Exclusion: From **you** owning or using any:

- b) any mechanically propelled or horsedrawn vehicle OTHER THAN
  1. a domestic gardening implement operated within the **Insured's Property**
  2. pedestrian controlled gardening implements operated elsewhere
  3. Lawnmower(s) specified in the **schedule** that are not licensed for road use

## ENDORSEMENTS (applicable to Sections 1 to 4)

### M15

#### ELECTRIC WHEELCHAIR CLAUSE

Section 3 of this insurance is extended to cover Electric Wheelchairs as specified in the **schedule** subject to the following additional terms and conditions:

In respect of Electric Wheelchairs, this insurance does not cover:-

- a) loss or damage to tyres, lamps and accessories unless the Electric Wheelchair is stolen or damaged at the same time.
- b) damage arising from mechanical or electrical faults or breakdown

**Section 2 Contents personal liability of this insurance is amended as follows:-**

Exclusion b) arising out of the ownership, possession or operation of Mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use)

is amended to read

Exclusion: From **you** owning or using any:

- b) mechanically propelled or horsedrawn vehicle OTHER THAN
  1. a domestic gardening implement operated within the **Insured's Property**
  2. pedestrian controlled gardening implements operated elsewhere
  3. Electric Wheelchairs specified in the **schedule**

### M16

#### COMMUNAL CONTENTS EXTENSION CLAUSE

It is noted and agreed that Section 2 (**Contents**) is extended to include **contents** within communal areas of the **buildings** at the **premises** named in the **schedule** for up to £5,000. This extension excludes:-

- a) any property insured under any other insurance
- b) property in the open
- c) **money** and **credit cards, valuables**, deeds and registered bonds and other personal documents or stamps or coins forming part of a collection

### M17

#### CONTENTS AT UNIVERSITY EXTENSION CLAUSE

Section 2 (**Contents**) of this insurance is extended to include **contents** which belong to a member of **your family** who is away at University/College during term time (but who usually resides at the **home**) against loss or damage caused by events 1 – 10.

This extension does not cover:-

- a) more than £7,500 per **family** member
- b) more than £1,500 per single article unless specified on the **schedule**
- c) theft unless following forced and violent entry
- d) the first £100 of each and every claim

### M18

#### HOT TUB / JACUZZI / SPA EXTENSION CLAUSE

Section 1 (**Buildings**) of this insurance is extended to include the hot tub, Jacuzzi or spa as disclosed to **us** and shown in the **schedule**.

This extension excludes loss or damage to the hot tub / Jacuzzi or spa caused by:-

- a) Event 3 Storm, flood or weight of snow
- b) Event 4 Escape of water from and frost damage
- c) Event 9 **Subsidence, landslip or heave**

This extension does not include loss or damage to covers.

### M19

#### MUSICAL INSTRUMENT CLAUSE

The **Valuables** and Personal Possessions section of this insurance is extended to include cover for loss or damage to musical instruments, as specified in the **schedule**, but does not cover:-

- a) loss or damage caused by moth, vermin, wear, tear, gradual deterioration, scratching or denting;
- b) any loss caused by mechanical and / or electrical derangement unless such derangement arises solely from external causes;
- c) breakage of strings, reeds or drumheads ;
- d) any loss or damage caused by cleaning, repairing or atmospheric conditions;
- e) any loss or damage whilst stored at an educational establishment unless the instrument was kept in a locked room;
- f) any musical instrument that will be used for business or professional purposes;
- g) theft or disappearance from any unattended vehicle unless the item had been stored out of sight within a locked boot or compartment and all protections fitted to the vehicle had been put into full and effective operation except during the hours of 23:00 and 07:00 when there shall be no cover for theft or disappearance from any unattended vehicle.

## ENDORSEMENTS (applicable to Sections 1 to 4)

### M20

#### BEDROOM RATED POLICY ENDORSEMENT - COMBINED

Your insurance premium has been arrived at based upon the information that **you** have told **us** about **you** and the insured property. In generating this premium, **we** have not asked **you** about the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**.

Consequently, the sums insured that are shown in **your schedule** may not reflect the actual reinstatement cost of the **buildings** or the replacement cost of the **contents**.

#### Buildings Sum Insured

**Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers' and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

#### Contents Sum Insured

**Contents** should be insured for the full cost of replacement as new.

Please note that the following changes apply to **your** policy booklet:-

##### Section 1 Buildings – Conditions that apply to section one (buildings) only

The sums insured in section one (**buildings**) will not be indexed.

##### Section 2 - Conditions that apply to section two (contents) only

The sums insured in section two (**contents**) will not be indexed

Please always make sure that the sums insured shown in the **schedule** are adequate. If the sums insured are not adequate then **we** will only pay a proportion of **your** claim.

### M21

#### BEDROOM RATED POLICY ENDORSEMENT - BUILDINGS

Your insurance premium under Section One – **Buildings** has been arrived at based upon the information that **you** have told **us** about **you** and the insured property. In generating this premium, **we** have not asked **you** about the actual reinstatement cost of the **buildings**.

Consequently, the sums insured that are shown in **your schedule** may not reflect the actual reinstatement cost of the **buildings**.

#### Buildings Sum Insured

**Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers' and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

Please note that the following changes apply to **your** policy booklet:-

##### Section One Buildings – Conditions that apply to section one (buildings) only

The sums insured in section one (**buildings**) will not be indexed.

Please always make sure that the sums insured shown in the **schedule** are adequate. If the sums insured are not adequate then **we** will only pay a proportion of **your** claim.

### M22

#### BEDROOM RATED POLICY ENDORSEMENT - CONTENTS

Your insurance premium under Section 2 **Contents** has been arrived at based upon the information that **you** have told **us** about **you** and the insured property. In generating this premium, **we** have not asked **you** about the actual replacement cost of the **contents**.

Consequently, the sums insured that are shown in **your schedule** may not reflect the actual replacement cost of the **contents**.

#### Contents Sum Insured

**Contents** should be insured for the full cost of replacement as new.

Please note that the following changes apply to **your** policy booklet:-

##### Section 2 - Conditions that apply to section two (contents) only

The sums insured in section two (contents) will not be indexed

Please always make sure that the sums insured shown in the **schedule** are adequate. If the sums insured are not adequate then **we** will only pay a proportion of **your** claim.

### M23

#### CONTENTS AT WORKPLACE

Your insurance does not cover **contents** stored at **your** workplace.

## ENDORSEMENTS (applicable to Sections 1 to 4)

### NON-STANDARD

#### N07

##### PART-LET PROPERTY ENDORSEMENT

It is noted that part of the **home** is let to tenants and that the following terms, conditions and exclusions apply to this insurance.

##### Definitions

Where **contents** are insured within the let part of the **home**, the definition for the **contents** contained within part of the **home** is amended to read:-

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for; including radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**.

##### Contents does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes (other than for the purposes of letting the **home**)
- any property insured under any other insurance.
- **money** and **credit cards, valuables**, deeds and registered bonds and other personal documents or stamps or coins forming part of a collection
- gold, silver, gold and silver plated articles, jewellery and furs.
- property of the tenants or their visitors
- property in the open or contained in **outbuildings**, sheds or garages
- clothing

##### General Conditions applicable to the whole of this insurance

The following General Conditions apply to the let part of the **home** in addition to the conditions contained within the policy booklet:-

- (1) The let part of the **home** must be inspected internally at least every 180 days with records kept of each visit.
- (2) All waste including accumulated mail must be removed.
- (3) All steps are to be taken to ensure the **buildings** are maintained and not neglected.
- (4) **You** must comply with all regulations/statutory conditions regarding the letting of the **premises** including, but not limited to:-

- The number of persons legally allowed to reside at the **premises**
- Compliance with the Furniture and Furnishings (Fire Safety) Regulations 1988 (amended)
- Having the minimum legal number of smoke detectors/fire extinguishers/fire blankets installed at the **premises**

(5) All gas appliances fitted at the **premises** must be serviced by an individual registered with the Gas Safe Register on an annual basis. A valid Landlord Gas Safety Record (also known as a CP12 certificate) must be in place at all times when the **premises** are let to tenant(s) and records kept for a minimum of 2 years. **We** will request sight of these if **you** wish to make a claim. **Failure to comply with this condition will result in this insurance policy becoming void.**

(6) A shorthold tenancy agreement of six months or over must be in force at all times along with suitable references

(7) **You** must retain utility bills relating to the let part of the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

**Failure to comply with any of the above conditions may result in this insurance becoming void or invalidate a claim.**

##### Changes to the cover provided

##### Section One (Buildings) and Section Two (Contents)

#### 4. Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

Under number 4, 'Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes' **we** will not pay for loss or damage to the let part of the **home** between 1st November and 31st March (both days inclusive):-

- (1) immediately there is a break in the tenancy agreement; or
- (2) once the let part of the **home** has been left without an **occupant** for more than 30 consecutive days

whichever is the sooner, unless:

- the Water Supply is switched off at the mains and the entire water system and central heating system is drained of all water; or
- where the let part of the **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit.

Where fitted the loft hatch door is left open.

## ENDORSEMENTS (applicable to Sections 1 to 4)

### 6. Theft or attempted theft

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

#### Section two: Personal Liability

It is noted and agreed that in respect of the let part of the **home**, cover under Section two Personal liability is deleted.

#### Excess

The amount payable by **you** in the event of a claim is increased to £250 other than:-

- claims for loss or damage caused by **subsidence, landslip** or **heave** where the **excess** remains as stated in the policy,
- claims for loss or damage caused by Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes where the **excess** is increased to £500.

## PROTECTIONS

### P01

#### PROTECTIONS CLAUSE

It is a condition of this insurance that all protections provided for the safety and security of the **premises**:-

- a) are maintained in good working order throughout the **period of insurance**
- b) are in full and effective operation with the keys removed (except window lock keys in occupied bedrooms at night) whenever there is no one present at the **premises** or when **you** have retired to bed for the night
- c) are not withdrawn or varied without **our** consent

If **you** fail to comply with any of the above conditions, this insurance will become invalid and any claim will be void and not paid but only in respect of loss or damage resulting from unauthorised entry to the **premises**.

### P02

#### MINIMUM PROTECTIONS WARRANTY

This insurance does not cover loss or damage resulting from theft or attempted theft from the private dwelling of the **home** unless the following protections are installed:-

External Doors - 5 lever mortice deadlocks or locks conforming to BS 3621 on all final exit doors

Windows - key operated security devices on all ground floor and accessible windows

Patio Windows - existing locks plus key operated security devices

at the top and bottom or key operated patio door locks mounted internally on the centre rail for sliding patio doors.

### P03

#### THEFT LIMITATION CLAUSE

This insurance does not cover loss or damage resulting from theft or attempted theft from the **home** other than as a result of forcible or violent entry to or exit from the **home**.

### P04

#### ALARM WARRANTY

It is a condition of this insurance that:-

- a) the intruder alarm is put into full and effective operation overnight and when no authorised person is in the **home**
- b) the alarm is maintained in full working order under a contract with the installer or as otherwise approved by **us**;
- c) **you** correct any fault with the alarm immediately **you** become aware of such a fault.
- d) the intruder alarm system is not altered without **our** prior agreement.

If **you** fail to comply with any of the above conditions, this insurance may become invalid in respect of loss or damage caused by theft or attempted theft from the private dwelling of the **home**.

Theft cover will not be affected in the event that a fault in the alarm is due to circumstances beyond **your** control.

### P05

#### ALARM CLAUSE (NSI / NACOSS)

It is a condition of this insurance that:-

- a) the NSI / NACOSS approved intruder alarm is put into full and effective operation overnight and when no authorised person is in the **home**
- b) the alarm is maintained in full working order under a contract with a NSI / NACOSS approved installer or as otherwise approved by **us**;
- c) **you** correct any fault with the alarm immediately **you** become aware of such a fault.
- d) the intruder alarm system is not altered without **our** prior agreement.

If **you** fail to comply with any of the above conditions, this insurance may become invalid in respect of loss or damage caused by theft or attempted theft from the private dwelling of the **home**.

Theft cover will not be affected in the event that a fault in the alarm is due to circumstances beyond **your** control.



## ENDORSEMENTS (applicable to Sections 1 to 4)

### P06

#### ALARM CLAUSE (NSI / NACOSS – CENTRAL STATION)

It is a condition of this insurance that:-

- a) the NSI / NACOSS approved intruder alarm is put into full and effective operation overnight and when no authorised person is in the **home**
- b) the alarm is maintained in full working order under a contract with a NSI / NACOSS approved installer or as otherwise approved by **us**;
- c) **you** correct any fault with the alarm immediately **you** become aware of such a fault.
- d) the intruder alarm system is not altered without **our** prior agreement.
- e) **you** immediately tell Customer Services if central station response to alarm calls is withdrawn by the intruder alarm installer.

If **you** fail to comply with any of the above conditions, this insurance may become invalid in respect of loss or damage caused by theft or attempted theft from the private dwelling of the **home**.

Theft cover will not be affected in the event that a fault in the alarm is due to circumstances beyond **your** control.

### P07

#### FIRE PROTECTIONS CONDITION

It is a condition of this insurance that:-

- a) two serviceable fire extinguishing appliances, including one specifically designed for electrical fires; and
- b) one fire blanket within the kitchen; and
- c) two smoke alarms

are fitted within the **home**.

If **you** fail to comply with these conditions this insurance may become invalid in respect of loss or damage caused by fire.

### P08

#### 30 DAY INSTALLATION WARRANTY

It is a condition of this insurance that **you** install the protections described within the protections clauses noted in the **schedule** within 30 days of the start of the **period of insurance**.

If **you** fail to install the required protections within 30 days of the start of the **period of insurance** this insurance may become invalid.

## SPECIFIED ITEMS AND COLLECTIONS

### S02

#### STAMP COLLECTIONS

For claims in respect of stamp collections insured under Section 2 **Contents** or Section 3 **Valuables** and **Personal Belongings**, we will pay 75% of the Stanley Gibbons catalogue price at the time of the loss or damage. Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause.

### S03

#### COIN COLLECTIONS

For claims in respect of coin collections insured under Section 2 **Contents** or Section 3 **Valuables** and **Personal Belongings**, we will pay 75% of the Spinks & Son catalogue price at the time of the loss or damage.

### S04

#### CONTACT LENSES

Section 3 **Valuables** and **Personal Belongings** is extended to include loss or damage to contact lenses, but will not cover:-

- a) loss or damage while **you** are swimming or involved in any other water sports;
- b) loss or damage while **you** are in water.

### S05

#### HEARING AIDS

Section 3 **Valuables** and **Personal Belongings** is extended to include loss or damage to hearing aids, but will not cover:-

- a) loss or damage while **you** are swimming or involved in any other water sports;
- b) loss or damage while **you** are in water.

### S06A

#### HIGH VALUE CYCLE ENDORSEMENT - BASIC

This insurance does not cover theft of any pedal cycle with a value of more than £750 unless at the time of the theft:-

- a) the pedal cycle was in the **home** and
  - i) all the protections for the **home** were in full and effective operation, and
  - ii) if in a garage, shed or outbuilding, that the pedal cycle was securely chained to the building structure
- b) the pedal cycle was away from the **home** and kept in and

## ENDORSEMENTS (applicable to Sections 1 to 4)

securely chained to a locked garage or private dwelling of **standard construction**

### S06B

#### HIGH VALUE CYCLE ENDORSEMENT - STANDARD

This insurance does not cover theft of any pedal cycle with a value of more than £750 unless at the time of the theft:-

- a) the pedal cycle was at the **home** and kept in a securely locked building
- b) the pedal cycle, when away from the **home**, was secured to an immovable object or building with an adequate security device put into full and effective use and between the hours 23:00 and 06:00 the pedal cycle to be kept in and securely chained to a locked garage or private dwelling of **standard construction**

For the purpose of this **endorsement** only "adequate security device" means a lock which is classed as at least Gold Rated by the Master Locksmiths Association (MLA).

### S08

#### FINE WINE EXTENSION

Section 2 (**Contents**) of this insurance is extended to cover physical loss or damage to wine within **your home** subject to the following conditions:-

**We will not cover Loss or Damage from the following causes:**

- Cork Fly
- Deleterious Materials
- Adulteration
- Contamination
- Decolourisation
- Loss of Labels
- Faulty Racking
- Persons Lawfully on the **Premises**

The following conditions and exclusions apply:

- This insurance does not cover loss or damage caused by dryness, dampness, and extremes of temperature or exposure to the light.
- This insurance does not cover theft or attempted theft from the **home** other than as a result of violent or forcible entry.
- In the event of loss or damage to items specified in the **schedule**, **you** must supply underwriters with proof of value on all items. Underwriter's liability shall not exceed the amounts individually specified in the **schedule**.

### S09

#### PORTABLE COMPUTER CLAUSE

This insurance provides cover against loss or damage to the portable computers specified in the **schedule**, but does not cover:

- a) compensation for **you** not being able to use the computer or any equipment following loss or damage
- b) loss or damage to computer software, software tapes / discs / CD Roms and any data stored
- c) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling
- d) for damage to tapes, records, cassettes, discs or computer software
- e) for mechanical or electrical faults or breakdown
- f) theft or disappearance from any vehicle when such vehicle is left unattended without an authorised **occupant**

## UNOCCUPANCY CLAUSES

### U01

#### UNOCCUPIED PROPERTY CLAUSE (1)

It is noted that the **home** is not lived in and that the following terms, conditions and exclusions apply to this insurance.

#### Definitions

Where **contents** are insured, the **contents** definition is amended to read:-

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

**Contents** includes:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings** or tenant's fixtures and fittings
- any property held or used for business purposes
- any property insured under any other insurance.
- property in the open
- **money** and **credit cards**, **valuables**, deeds and registered bonds and other personal documents or stamps or coins forming part of a collection

## ENDORSEMENTS (applicable to Sections 1 to 4)

### General Conditions applicable to the whole of this insurance

The following General Conditions apply in addition to the conditions contained within the policy booklet:-

- (1) **You** must ensure that all protections provided for the security of the **home** and **contents**:
  - are maintained in good working order, and
  - are in full and effective operation with the keys removed whenever **you** are absent from the **premises**; and
  - are not withdrawn or varied without **our** prior consent
 If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.
- (2) The **buildings** shall be inspected internally at least every 14 days with records kept of each visit.
- (3) All waste including accumulated mail must be removed.
- (4) The **buildings** are maintained in a good state of repair and not neglected.
- (5) **You** must retain utility bills relating to the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

### Changes to the cover provided

#### Section One (Buildings) and Section Two (Contents)

#### 4. Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

Under number 4, 'Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes' **we** will not pay for loss or damage directly caused by escape of water from or frost damage to fixed water tanks, apparatus or pipes between 1st November and 31st March (both days inclusive) unless:

- (1) the Water Supply is switched off at the mains and the entire water system and central heating system be drained of all water; or
- (2) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit.

Where fitted the loft hatch door is left open.

### Theft or attempted theft

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

### Accidental damage

**Accidental damage** cover is excluded and of no effect

### Excess

The amount payable by **you** in the event of a claim is increased to £250 other than:-

- claims for loss or damage caused by **subsidence, landslip or heave** where the **excess** remains as stated in the policy,
- claims for loss or damage caused by Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes where the **excess** is increased to £500.

## U02

### UNOCCUPIED PROPERTY CLAUSE (2)

It is noted and agreed that when the **home** is left **unoccupied** overnight, the following terms, conditions and exclusions apply to this insurance.

### General Conditions applicable to the whole of this insurance

The following General Conditions apply in addition to the conditions contained within the policy booklet:-

- (1) **You** must ensure that all protections provided for the security of the **home** and **contents**:
  - are maintained in good working order, and
  - are in full and effective operation with the keys removed whenever **you** are absent from the **premises**; and
  - are not withdrawn or varied without **our** prior consent
 If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.
- (2) The **buildings** shall be inspected internally at least every 14 days with records kept of each visit.
- (3) All waste including accumulated mail must be removed.
- (4) The **buildings** are maintained in a good state of repair and not neglected.
- (5) **You** must retain utility bills relating to the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

### Changes to the cover provided

#### Section One (Buildings) and Section Two (Contents)

#### 4. Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

Under number 4, 'Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes'

## ENDORSEMENTS (applicable to Sections 1 to 4)

**we** will not pay for loss or damage directly caused by escape of water from or frost damage to fixed water tanks, apparatus or pipes between 1st November and 31st March (both days inclusive) unless:

- (1) the Water Supply is switched off at the mains and the entire water system and central heating system be drained of all water; or
- (2) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit.

Where fitted the loft hatch door is left open.

### 6. Theft or attempted theft

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

#### Excess

The amount payable by **you** in the event of a claim is increased to £250 other than:-

- claims for loss or damage caused by **subsidence, landslip or heave** where the **excess** remains as stated in the policy,
- claims for loss or damage caused by Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes where the **excess** is increased to £500

### U03

#### UNOCCUPIED PROPERTY CLAUSE (3)

It is noted that the **home** is not lived in and that the following terms, conditions and exclusions apply to this insurance.

#### Definitions

Where **contents** are insured, the **contents** definition is amended to read:-

Household goods and personal property within the **home**, which are **your** property or which **you** are legally responsible for.

**Contents** includes:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings** or tenant's fixtures and fittings

- any property held or used for business purposes
- any property insured under any other insurance.
- property in the open
- **money** and **credit cards, valuables**, deeds and registered bonds and other personal documents or stamps or coins forming part of a collection

#### General Conditions applicable to the whole of this insurance

The following General Conditions apply in addition to the conditions contained within the policy booklet:-

- (1) **You** must ensure that all protections provided for the security of the **home** and **contents**:
  - are maintained in good working order, and
  - are in full and effective operation with the keys removed whenever **you** are absent from the **premises**; and
  - are not withdrawn or varied without **our** prior consentIf **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.
- (2) The **buildings** shall be inspected internally at least every 14 days with records kept of each visit.
- (3) All waste including accumulated mail must be removed.
- (4) The **buildings** are maintained in a good state of repair and not neglected.

#### Changes to the cover provided

##### Section One (Buildings) and Section Two (Contents)

The cover provided under Sections One (**Buildings**) and Two (**Contents**) is restricted to loss or damage directly caused by:

- Event 1 - Fire, smoke, lightning, explosion or earthquake,
- Event 2 - Aircraft and other flying devices or items dropped from them
- Event 9 – **Subsidence, landslip or heave** of the site upon which the **buildings** stand

#### Excess

The amount payable by **you** in the event of a claim is increased to £500 other than claims for loss or damage caused by **subsidence, landslip or heave** where the **excess** remains as stated in the policy.

#### Section two: Personal Liability

Cover under Section two Personal liability is restricted to amounts **you** become legally liable to pay as owner only, and not as occupier of the **home**.

## ENDORSEMENTS (applicable to Sections 1 to 4)

### U04

#### UNOCCUPIED PROPERTY CLAUSE (4)

It is noted that the **home** is not lived in and that the following terms, conditions and exclusions apply to this insurance.

#### Definitions

Where **contents** are insured, the **contents** definition is amended to read:-

Household goods and personal property within the **home**, which are **your** property or which **you** are legally responsible for.

**Contents** includes:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings** or tenant's fixtures and fittings
- any property held or used for business purposes
- any property insured under any other insurance.
- property in the open
- **money** and **credit cards, valuables**, deeds and registered bonds and other personal documents or stamps or coins forming part of a collection

#### General Conditions applicable to the whole of this insurance

The following General Conditions apply in addition to the conditions contained within the policy booklet:-

(1) **You** must ensure that all protections provided for the security of the **home** and **contents**:

- are maintained in good working order, and
- are in full and effective operation with the keys removed whenever **you** are absent from the **premises**; and
- are not withdrawn or varied without **our** prior consent

If **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

- (2) The **buildings** shall be inspected internally at least every 14 days with records kept of each visit.
- (3) All waste including accumulated mail must be removed.
- (4) The **buildings** are maintained in a good state of repair and not neglected.

#### Changes to the cover provided

Section One (**Buildings**) and Section Two (**Contents**)

The cover provided under Sections One (**Buildings**) and Two (**Contents**) is restricted to loss or damage directly caused by:

- Event 1 - Fire, smoke, lightning, explosion or earthquake,
- Event 2 - Aircraft and other flying devices or items dropped from them

#### Excess

The amount payable by **you** in the event of a claim is increased to £500

#### Section two: Personal Liability

Cover under Section two Personal liability is restricted to amounts **you** become legally liable to pay as owner only, and not as occupier of the **home**.

### U05

#### UNOCCUPIED PROPERTY CLAUSE (5)

It is noted that the **home** is not lived in and that the following terms, conditions and exclusions apply to this insurance.

#### Definitions

Where **contents** are insured, the **contents** definition is amended to read:-

Household goods and personal property within the **home**, which are **your** property or which **you** are legally responsible for.

**Contents** includes:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings** or tenant's fixtures and fittings
- any property held or used for business purposes
- any property insured under any other insurance.
- property in the open
- **money** and **credit cards, valuables**, deeds and registered bonds and other personal documents or stamps or coins forming part of a collection

#### General Conditions applicable to the whole of this insurance

The following General Conditions apply in addition to the

## ENDORSEMENTS (applicable to Sections 1 to 4)

conditions contained within the policy booklet:-

- (1) **You** must ensure that all protections provided for the security of the **home** and **contents**:
  - are maintained in good working order, and
  - are in full and effective operation with the keys removed whenever **you** are absent from the **premises**; and
  - are not withdrawn or varied without **our** prior consentIf **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.
- (2) The **buildings** shall be inspected internally at least every 14 days with records kept of each visit.
- (3) All waste including accumulated mail must be removed.
- (4) The **buildings** are maintained in a good state of repair and not neglected.
- (5) **You** must retain utility bills relating to the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

### Changes to the cover provided

#### Section One (Buildings) and Section Two (Contents)

#### 4. Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

Under number 4, 'Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes' **we** will not pay for loss or damage directly caused by escape of water from or frost damage to fixed water tanks, apparatus or pipes unless the Water Supply is switched off at the mains and the entire water system and central heating system be drained of all water.

#### 6. Theft or attempted theft

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

#### 9. Subsidence, landslip or heave of the site upon which the buildings stand

This insurance does not cover event 9 – **Subsidence, landslip or heave** of the site upon which the **buildings** stand.

#### Accidental damage

**Accidental damage** cover is excluded and of no effect

#### Excess

The amount payable by **you** in the event of a claim is increased

to £500 other than claims for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes where the **excess** is increased to £1,000.

### U06

#### UNOCCUPIED PROPERTY CLAUSE (6)

It is noted that the **home** is not lived in and that the following terms, conditions and exclusions apply to this insurance.

#### Definitions

Where **contents** are insured, the **contents** definition is amended to read:-

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

**Contents** includes:

- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**

**Contents** does NOT include:

- motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories
- any living creature
- any part of the **buildings** or tenant's fixtures and fittings
- any property held or used for business purposes
- any property insured under any other insurance.
- property in the open
- **money** and **credit cards, valuables**, deeds and registered bonds and other personal documents or stamps or coins forming part of a collection

#### General Conditions applicable to the whole of this insurance

The following General Conditions apply in addition to the conditions contained within the policy booklet:-

- (1) **You** must ensure that all protections provided for the security of the **home** and **contents**:
  - are maintained in good working order, and
  - are in full and effective operation with the keys removed whenever **you** are absent from the **premises**; and
  - are not withdrawn or varied without **our** prior consentIf **you** fail to comply with the above duties this insurance will become invalid in respect of loss or damage resulting from unauthorised entry.

## ENDORSEMENTS (applicable to Sections 1 to 4)

- (2) The **buildings** shall be inspected internally at least every 14 days with records kept of each visit.
- (3) All waste including accumulated mail must be removed.
- (4) The **buildings** are maintained in a good state of repair and not neglected.
- (5) **You** must retain utility bills relating to the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

### Changes to the cover provided

#### Section One (Buildings) and Section Two (Contents)

#### 4. Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

Under event 4, 'Escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes' **we** will not pay for loss or damage directly caused by escape of water from or frost damage to fixed water tanks, apparatus or pipes unless the Water Supply is switched off at the mains and the entire water system and central heating system be drained of all water.

#### 6. Theft or attempted theft

This insurance does not cover theft or attempted theft from the **home** other than as a result of violent and forcible entry.

#### Accidental damage

**Accidental damage** cover is excluded and of no effect

#### Excess

The amount payable by **you** in the event of a claim is increased to £500 other than claims for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes where the **excess** is increased to £1,000.

## U07

### HEATING WARRANTY

The following General Conditions apply in addition to the conditions contained within the policy booklet whenever the **home** is left **unoccupied** for in **excess** of 7 consecutive days between 1st November and 31st March (both days inclusive), either:-

- (1) the water supply to the **home** is switched off at the mains and the entire water system and central heating system be drained

of all water,

or

- (2) where the entire **home** has the benefit of a central heating system it is set to operate continuously for 24 hours of each day and the thermostat set at not less than 10 degrees Celsius/50 degrees Fahrenheit. Where fitted the loft hatch door is left open.

**You** must retain utility bills relating to the **home** as **we** may request sight of these following a claim for loss or damage caused by escape of water from and frost damage to fixed water tanks, heating installations, apparatus or pipes

Failure to comply with these conditions may result in this insurance becoming invalid.

## Section 5 - EMERGENCY PROPERTY ASSISTANCE

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf we act.

The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this Policy.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR  
Registered No: FC008998

*Your schedule tells you if this section is in force.*

### MEANING OF WORDS & TERMS

Certain words and terms contained in this section of the policy have been defined as they have the same meaning wherever they appear.

#### Contractor

The contractor or tradesman appointed by **us** to help with **your emergency**.

#### Costs & Expenses

- Costs reasonably and properly incurred by the **contractor**.
- Alternative Accommodation Costs incurred under Insured Event 8.

#### Emergency

A sudden unexpected event occurring during the **period of insurance** which in **our** opinion requires immediate remedial action in order to:

- Prevent damage or avoid further damage to **your property** and/or
- Render **your property** safe or secure, and/or
- Restore the main services to **your property**, and/or
- Alleviate any health risk to anyone living at **your property**.

#### Insurer

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

#### Limit of Indemnity

The **insurer** will pay the following **costs and expenses** subject to a maximum of £500 in total:

- The **contractor's** call-out charge, and/or
- Up to 2 hours **contractor's** labour costs, and/or

- Parts & materials and/or
- Alternative Accommodation costs under Insured Event 8

#### Period of Insurance

The period as shown in **your property Buildings** and/or

**Contents** policy which is taken out at the same time as this policy.

#### Unoccupied

Where the buildings have not been lived in by **you** for more than 30 consecutive days during the period of insurance.

#### Vermin

Brown or black rats, house or field mice, and wasps' or hornets' nests.

#### We/Us/Our

Inter Partner Assistance SA, and/or its service provider AXA Assistance (UK) Limited. AXA Assistance (UK) Limited will arrange for **you** to receive the Emergency services described in this section using authorised contractors.

#### You / Your

The person or persons named in the schedule and all members of **your** family who permanently live in the home

#### Your Property

**Your** residential dwelling that is located in Great Britain and Northern Ireland and which is:

- Occupied by **you** and **your family** members as **your** main home or
- Provides self-contained accommodation for let to tenants for residential purposes.



## Section 5 - EMERGENCY PROPERTY ASSISTANCE

Your schedule tells you if this section is in force.

### What is Emergency Property Assistance

Whether **you** live at **your property** or rent it out to tenants Emergency Property Assistance is a cost-effective insurance product that will get **you** immediate assistance to respond to an unforeseen emergency which causes or could cause significant property damage or danger or distress to **your** family or tenants living at **your property**. Emergencies that affect residential property can be stressful and sometimes difficult to resolve, but with Emergency Property Assistance **you** will have peace of mind knowing that **we** are with **you** every step of the way, by not only appointing a suitably qualified contractor to attend **your property** but also meeting the costs associated with this.

Cover is provided 24 hours a day, 365 days a year for:

- Call-out charge
- Labour up to a maximum of 2 hours.
- Parts & materials
- Alternative Accommodation costs for **your** family or tenants.

The maximum payable per claim is £500.

Emergencies covered are:

- Breakdown of the main heating system.
- Plumbing and drainage problems.
- Damage to or failure of security at **your property**, including locks and windows.
- Breakage or failure of the sole toilet unit.
- Loss of the domestic power supply at **your property**.
- Lost keys.
- **Vermin** infestation.

### Claims Procedure

If there is an emergency at **your property** please contact **us** on **0333 999 3551** straight away. **You** will need **your** policy number. **We** will ask **you** for **your** name, the property address, postcode, and the nature of the problem. Depending on the circumstances **we** will decide on the best course of action to mitigate **your** loss &/or repair the damage. **You** should not call out **your** own contractors as **we** will not pay the costs incurred and it could invalidate **your** cover.

If the incident relates to an emergency covered under **your** policy **we** will instruct a member of **our** Emergency Contractor Network. If the incident is not covered by this policy then **we** can still

provide assistance which will be at **your** own cost. This may also be an event covered by **your property** Buildings &/or Contents policy and **we** will seek to advise **you** accordingly.

Please note that adverse weather conditions and remote locations may affect normal standards of service.

If **you** need to claim for alternative accommodation **you** should obtain **our** authority to incur any costs prior to **us** reimbursing **you**.

Any major emergency which could result in injury or serious damage to the property must be reported to the Emergency Services or the company that supplied the service.

Please note that **your** call may be recorded for **our** training and **our** security purposes and will be answered as soon as possible.

### What happens if I have a complaint?

**We** will always aim to do **our** best. However there may be times when **you** are not happy with **our** services.

If **you** have a complaint about **our** service, **you** can write to our Customer Relations Manager at:

Customer Relations – Home Emergency  
Inter Partner Assistance SA  
The Quadrangle, 106-118 Station Road  
Redhill, Surrey,  
RH1 1PR  
UK

or **you** can phone **us** on: 0330 123 3548 or **you** can email **us** at: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)

**We** will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
Exchange Tower, London E14 9SR.  
Telephone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Following the complaints procedure does not affect **your** legal rights.

## Section 5 - EMERGENCY PROPERTY ASSISTANCE

Your schedule tells you if this section is in force.

### Insured Events We Will Pay For

#### YOUR POLICY COVER

If an INSURED EVENT, or more than one INSURED EVENT that originates from the same cause, leads to an **emergency** at **your property** the **insurer** will pay **your costs & expenses** up to the **limit of indemnity** provided that:

- 1** The claim is reported to **us**
  - during the **period of insurance**.
  - immediately after **you** first become aware of circumstances which could give rise to a claim under this section.
- 2** **You** always agree to use the **contractor** chosen by **us**.

#### 1 MAIN HEATING SYSTEM

The total failure or breakdown of the main heating system at **your property**.

#### 2 PLUMBING & DRAINAGE

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to **your property** or its contents.

#### 3 PROPERTY SECURITY

Damage to or the failure of external doors, windows or locks which compromises the security of **your property**.

#### 4 TOILET UNIT

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the property.

#### 5 DOMESTIC POWER SUPPLY

The failure of the domestic electricity or gas supply at **your property**.

#### 6 LOST KEYS

The loss of the only available keys if **you** cannot replace them to gain access to **your property**.

#### 7 VERMIN INFESTATION

Vermin causing damage inside **your property** or a health risk to the occupants.

#### 8 ALTERNATIVE ACCOMMODATION COSTS

Overnight accommodation costs including transport to such accommodation for occupants of **your property** following an **emergency** which renders the property uninhabitable.

## Section 5 - EMERGENCY PROPERTY ASSISTANCE

Your schedule tells you if this section is in force.

### The Insurer will not pay for

#### The Insurer will not pay for any claim arising from or relating to:-

- 1 costs & expenses** which have been incurred before we accept a claim.
- 2** an Insured Event which happens within the first 48 hours of taking out this section if **you** take out this section at a different date from Section 1 and or 2 of this policy for Building and Contents cover.
- 3 costs & expenses** where there is no one at **your property** when the **contractor** arrives.
- 4** any matter occurring prior to, or existing at the start of cover under this section, and which **you** knew or ought reasonably to have known could give rise to a claim under this section.
- 5** any defect, damage or failure caused by:
  - i) modification or attempted repair to all or any part of **Your property** by **you** or **your own contractor** which results in damage to that or another part of **your property**;
  - ii) failure to comply with recognised industry standards;
  - iii) **your** or **your** contractor's malicious or willful action, misuse or negligence.
- 6** any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions.
- 7** LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60kWh.
- 8** the cost of replacing or adjusting any decorative part of any equipment or of making permanent repairs to **your property**:
  - (a) once the **emergency** situation has been resolved including any redecoration or making good the fabric of the building.
  - (b) arising from damage caused in the course of the repair or investigation of the cause of the **emergency**.
- 9** the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- 10** damage incurred in gaining access to **your property**.
- 11** the failure to maintain any system or equipment or the replacement of parts that gradually wear and tear over time.
- 12** garages, outbuildings, boundary walls, fences, hedges, cesspits, fuel tanks or septic tanks.
- 13 your property** being left **unoccupied** for more than 30 days consecutively unless **you** usually let out **your property** and are actively seeking a tenant.
- 14** goods or materials covered by a manufacturer's, supplier's or installer's warranty.
- 15** the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
- 16** houses of multiple occupation.
- 17** subsidence, landslip or heave.
- 18 we** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America

# EMERGENCY PROPERTY ASSISTANCE - CONDITIONS

Your schedule tells you if this section is in force.

## CONDITIONS WHICH APPLY TO THIS SECTION

Failure to keep to any of these conditions may lead the **insurer** to cancel this section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **costs & expenses** from **you** should this happen.

### 1 Your Responsibilities

**You** must

- a) not do anything that hinders **us** or the **contractor**.
- b) tell **us** immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section.
- c) tell **us** immediately of anything that may materially alter **our** assessment of the claim.
- d) cooperate fully with the **contractor** and **us**.
- e) take reasonable steps to recover **costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**.

### 2 Our Consent

**We** must give **you our** consent to incur any **costs & expenses**. The **insurer** does not accept any liability for **costs & expenses** incurred without **our** consent.

### 3 Settlement

The **insurer** has the right to settle the claim by paying **you** the value of **your** claim.

### 4 Arbitration

If there is a dispute between **you** and **us** about the handling of a claim **you** can use **our** internal complaints procedure as described on page 61 of this policy. If the matter remains unresolved it shall be referred to the Financial Ombudsman Service for arbitration.

### 5 Data Protection Act

**You** agree that any information provided to **us** &/or the **insurer** regarding **you** will be processed by **us** &/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

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

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999 other than any person or business appointed as **your** agent to manage the letting of **your property** to the extent that any such agent

has acted on **your** behalf to bring a claim under this policy.

### 7 Fraudulent Claims

If the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the Insured any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

### 8 Warranties

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the Insured for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

## Section 6 - INTASURE IDENTITY THEFT HELPLINE (Optional)

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf We act.

The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this Policy.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR  
Registered No: FC008998

*Your schedule tells you if this section is in force.*

### IDENTITY THEFT HELPLINE

**If you require information on identity theft, our helpline can give you advice on the warning signs to look out for and tips to prevent yourself from becoming a victim.**

In addition, if **you** discover **your** identity has been stolen, **you** will be provided with assistance and guidance on **you** recovering **your** identity.

The service will provide **you** with access by phone to repair **your** credit file(s) following an identity theft, by instructing all three credit reference agencies. The service is supported by a unique document management application that seamlessly automates the process and uniquely interacts with all three UK credit reference agencies. Documents will be personalized and generated on **your** behalf and posted to **you** for signing and forwarding on to the agencies.

Please make sure that **you** have **your** address history for the last six years.

All callers are provided with a dedicated case manager. This service is available Monday to Friday from 9am to 5pm. To ensure **we** maintain an accurate record, **your** telephone conversation will be recorded.

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**To contact the identity theft helpline please call +44 (0)344 770 1040**

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The identity theft helpline is provided on behalf of Intasure by Arc Legal Assistance Limited.

## Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf We act.

The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this policy.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR  
Registered No: FC008998

*Your schedule tells you if this section is in force.*

### What is Family Legal Solutions?

Family Legal Solutions is a cost-effective insurance product that will help protect **you** and **your** family should **you** need to pursue or defend **your** legal rights. Legal issues can be complex and sometimes difficult to resolve, but with Family Legal Solutions **you** will have peace of mind knowing that **we** are with **you** every step of the way, by removing the financial burden that stressful legal situations can bring. Family Legal Solutions is designed to help in a number of situations including:

- the sale or purchase of goods and services, even those relating to building work carried out on **your home**.
- providing assistance in resolving insurance claims, where there is a dispute over the benefits of the policy.
- if **your** identity is used by another person to commit fraud or other crimes.
- if **you** have an employment dispute such as a claim for unfair dismissal or redundancy, or if during the course of **your** employment a criminal charge is or could be brought against **you**.
- pursuing a claim for death or injury against a negligent third party.
- helping **you** when there is a formal aspect or full enquiry into **your** personal tax affairs.
- disputes with **your** neighbours regarding a boundary dispute, noise or other legal nuisance.

**Our** claims staff, and those appointed on **your** behalf, will be available to answer **your** questions, by telephone or email, to provide **you** the reassurance **you** need at what can be a very difficult time.

When a claim does occur, **we** will appoint a solicitor, or another professional with the expertise in the area of law that matches **your** problem; this being a key component to providing maximum impact at outset.

But it doesn't end there. Family Legal Solutions also gives **you** access to:

- a 24 hour, 365 day legal helpline to provide advice on any personal legal matter.
- a service for the downloading of legal documents that might assist **you** with **your** personal legal-related activities. These include power of attorney, buying and selling **your home**, and even issues relating to pets and travel.
- a free will writing facility via **our** legal document service.

Additionally, **we** can also help **you** find the right solicitor, even if the matter is not covered by this policy, for example when moving **home**, or if **you** have matrimonial issues.

Family Legal Solutions: Peace of mind every step of the way.

### Claims Procedure

As soon as **you** have a problem that **you** may require assistance with under this insurance **you** should telephone the Helpline.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Helpline.

### Helpline

**You** can use the helpline service to discuss any problem occurring under this policy within the **United Kingdom**, the Channel Islands and the Isle of Man.

## Section 6 - FAMILY LEGAL SOLUTIONS

*Your schedule tells you if this section is in force.*

Simply telephone **0344 770 1040** and quote **"857 Intasure - Residential"**.

For **our** joint protection telephone calls may be recorded and/or monitored.

### **What happens if I change my mind after taking out the policy?**

The policy provides **you** with a 14 day reflection period in which to decide whether **you** wish to continue. Cancellation is fully explained in condition 9 of the policy wording.

### **What happens if I have a complaint?**

**We** aim to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved as yet plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree.

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel 08000 234 567  
Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### **Compensation**

**We** are covered by the Financial Services Compensation Scheme.

**You** may be entitled to compensation from the scheme if **we** or Inter Partner Assistance cannot meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## Section 6 - FAMILY LEGAL SOLUTIONS

Your schedule tells you if this section is in force.

### DEFINITIONS

Wherever the following words and terms appear in this section in bold type they will have the same meaning wherever they appear below:

#### Appointed Advisor

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **insured**.

#### Collective Conditional Fee Agreement

The separate agreement between the **appointed advisor** and **us** for paying his or her professional fees which is an enforceable **conditional fee agreement** that complies with sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for **your appointed advisor's** fees and expenses to be payable on a common basis.

#### Conditional Fee Agreement

The separate agreement between the **insured** and **your appointed advisor** for paying his or her professional fees which is an enforceable **conditional fee agreement** within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by **us** before it is entered into.

#### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract

#### Home

The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the **schedule**, which **you** are legally responsible for.

#### Insured

**You, your** spouse and other relatives permanently living with **you** in **your** principal **home** in the UK

#### Insurer

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

#### Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
  - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on

the Standard Basis and agreed in advance by **us**.

- b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the **appointed advisor** and agreed in advance by **us**.
  - c) Other side's costs, incurred in civil claims where the **insured** has been ordered to pay them or pays them with **our** agreement.
- 2) In respect of Insured Events 2 & 4 where the claim is brought within England & Wales and falls outside the jurisdiction of the **Small Claims Court** reasonable legal costs reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis and agreed in advance by **us** or in accordance with the Predictable Costs scheme if applicable.
  - 3) In respect of INSURED EVENT 6c)(ii) the **insured's** loss of earnings.

#### Limit of Indemnity

£50,000 which is the maximum **legal costs & expenses** payable by the **insurer** in respect of all claims related by time or original cause.

#### Period of Insurance

The period as shown in the **schedule** to which this policy attaches

#### Property

Material property.

#### Prospects of Success

In civil and criminal claims, where the **insured** has a greater than 50% chance of successfully pursuing or defending the claim. If the **insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the **insured** pleads guilty, there is a greater than 50% chance of successfully mitigating the **insured's** sentence or fine

In tax claims, any dispute or appeal where the **insured** has a greater than 50% chance of being successful

In all claims involving an appeal, where the **insured** has a greater than 50% chance of being successful

#### Schedule

The schedule is part of this insurance and contains details of **you**, the premises, the sums insured, the **period of insurance** and the sections of this insurance which apply.



## Section 6 - FAMILY LEGAL SOLUTIONS

Your schedule tells you if this section is in force.

### **Small Claims Court**

A court in England & Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6(1) of the Civil Procedure Rules 1999.

### **Territorial Limit**

For Insured Events 2 and 4 the **United Kingdom**, Channel Islands, Isle of Man and countries in the European Union

For all other Insured Events the **United Kingdom**, Channel Islands and the Isle of Man

### **We/Us/Our**

Arc Legal Assistance Limited.

### **You/Your**

The person(s) named in the **schedule** to which this policy attaches

## Section 6 - FAMILY LEGAL SOLUTIONS

*Your schedule tells you if this section is in force.*

### YOUR POLICY COVER

Following an Insured Event the **insurer** will pay the **insured's legal costs & expenses** up to the **limit of indemnity**, including the cost of appeals provided that:

- 1) **you** have paid the insurance premium,
- 2) the Insured Event occurs within the **territorial limit**
- 3) the claim
  - always has **Prospects of success**
  - is reported to **us**
  - during the **period of insurance**
  - immediately after the **insured** first becomes aware of circumstances which could to give rise to a claim under this policy
- 4) the **insured** always agrees to use the **appointed advisor** nominated by **us** in any claim
  - falling under the jurisdiction of an Employment Tribunal or the **Small Claims Court**, and/or
  - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a Court, tribunal or any other body that **we** agree to, in the **territorial limit**
- 6) in respect of a claim under Insured Events 2 or 4 the **insured** enters into a **conditional fee agreement** with the **appointed advisor** or **your appointed advisor** enters into a **collective conditional fee agreement** with **us** if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**

## Section 6 - FAMILY LEGAL SOLUTIONS

Your schedule tells you if this section is in force.

### INSURED EVENTS

#### The Insurer will pay for

##### 1 Employment

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related statutory rights

Provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the **insured** agrees to use the **appointed advisor** nominated by **us**

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

##### 2 Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured**.

##### 3 Property

A dispute relating to material **property** which **you** own or is **your** responsibility

- a) following an event which causes physical damage to **your** material **property** including **your** principal **home**
- b) following a public or private nuisance or trespass provided that the **insured** is responsible for the first £250 of each and every claim

##### 4 Personal Injury

An event causing the **insured** personal injury

#### The Insurer will not pay for

##### 1

- 1) Any disputes relating solely to personal injury.
- 2) Defending any dispute other than defending a counter claim.

##### 2 Any claim relating to

- 1) the letting leasing or licensing of land or buildings where **you** act as the landlord.
- 2) loans, mortgages, endowments, pensions, or any other financial or investment product
- 3) a business, venture for gain, profession or employment of the **insured**.
- 4) contracts involving motor vehicles
- 5) a settlement due under an insurance policy.
- 6) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.

##### 3 Any claim relating to

- 1) a contract entered into by an **insured**
- 2) any building or land other than **your** principal **home**
- 3) a motor vehicle
- 4) the compulsory purchase of, or restrictions or controls placed on **your property** by any government, local or public authority
- 5) defending any dispute under 3 a) other than defending a counter claim

##### 4 Any claim relating to defending any dispute other than defending a counter claim

## Section 6 - FAMILY LEGAL SOLUTIONS

Your schedule tells you if this section is in force.

### The Insurer will pay for

#### 5 Tax

A formal aspect or full enquiry into the **insured's** their personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted

#### 6 Legal Defence

##### a) Work

Arising out of the **insured's** work as an employee

- (i) prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
- (ii) a prosecution brought against the **insured** in a court of criminal jurisdiction
- (iii) a civil action brought against the **insured** for compensation under section 13 of the Data Protection Act 1998
- (iv) civil proceedings brought against the **insured** under legislation for unlawful discrimination

##### b) Motor

a motoring prosecution brought against the **insured**.

##### c) Other

- (i) a formal investigation or disciplinary hearing brought against the **insured** by any trade association, professional or regulatory body
- (ii) being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on Jury Service. The amount **we** pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1000

#### 7 Identity Theft

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes

### The Insurer will not pay for

#### 5 Any claim arising from or relating to

- 1) an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
- 2) an investigation under the Civil Investigation of Fraud procedure
- 3) the submission of returns or accounts where the HM Revenue and Customs levy a penalty or claim for interest or which contain negligent misstatements
- 4) a tax avoidance scheme
- 5) a business or venture for gain of the **insured**

#### 6 Any claim relating to

- 1) driving without motor insurance or a valid driving licence.
- 2) parking offences

#### 7 Any money claimed, goods, choses in action, or other **property** or equivalent costs obtained as a result of the identity theft.

## FAMILY LEGAL SOLUTIONS - CONDITIONS

Your schedule tells you if this section is in force.

Failure to keep to any of these conditions may lead the **insurer** to cancel **Your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** should this occur

### 1 The Insured's Responsibilities

An **insured** must

- a) observe and keep to the terms of this section of the policy
- b) not do anything that hinders **us** or the **appointed advisor**
- c) tell **us** immediately after **you** first become aware of any cause, event or circumstances which could to give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover **legal costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- h) tell the **appointed advisor** to have the **legal costs & expenses** assessed or audited if **we** require
- i) minimise any **legal costs & expenses** and try to prevent anything happening that may cause a claim
- j) allow the **insurer** at any time to take over and conduct in the **insured's** name any claim, proceedings or investigation

### 2 The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) Where the **insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **insured's** chosen **appointed advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times.

If **we** disagree over the appointment of an **appointed advisor** then **we** will agree for another suitably qualified person to decide the matter.

- c) If **we** agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the **insured** may choose a suitably qualified **appointed advisor**. The right of the **insured** to choose never applies to Employment Tribunal, Tax or **small claims court** claims unless there is a conflict of interest
- d) If the **appointed advisor** refuses to continue acting for the **insured** with good reason, the **insured** dismisses the **appointed advisor** without good reason, or the **insured** withdraws from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **appointed advisor**
- e) The **appointed advisor** must enter into a **conditional fee agreement** with the **insured** or a **collective conditional fee agreement** with **us** if a claim under Insured Events 2 or 4 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **Small Claims Court**
- f) During the course of the relationship with **our** panel of service providers, **we** may, for particular types of claim, receive a fee from the **appointed advisor** to whom the claim is sent. This fee (if it does apply), is a separate arrangement between **us** and the **appointed advisor**, and will never compromise **you** or any claim that **you** make under the policy

### 3 Our Consent

**We** must give **our** written consent to the **insured** to incur any **legal costs & expenses**. The **insurer** does not accept any liability for **legal costs & expenses** incurred without **our** written consent.

### 4 Settlement

- a) The **insurer** has the right to settle the claim by paying the value of **your** claim
- b) The **insured** must not negotiate, settle the claim or agree to pay any **legal costs & expenses** incurred without **our** written agreement
- c) If the **insured** refuses to settle the claim following
  - (i) a reasonable offer, or
  - (ii) advice to do so from the **appointed advisor**
 the **insurer** may refuse to pay further **legal costs & expenses**

# FAMILY LEGAL SOLUTIONS - CONDITIONS

Your schedule tells you if this section is in force.

## 5 Counsel's Opinion

We may require the **insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **insured** then the **Insurer** will pay for the opinion.

## 6 Disputes

Subject to **Your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator..

## 7 Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **Your** interests

## 8 Other Insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 9 Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in

the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

## 10 Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

## 11 Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid
- b) **You** may cancel this policy at any time by giving at least 21 days written notice to **us**. The **insurer** will refund part of the premium for the unexpired period unless the **insured** has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) The **insurer** may cancel the policy at any time by giving at least 21 days written notice to **you**. The **insurer** will refund part of the premium for the unexpired period

## 12 Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## 13 Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law

## FAMILY LEGAL SOLUTIONS - CONDITIONS

Your schedule tells you if this section is in force.

### 14 Data Protection Act

It is agreed by the **insured** that any information provided to **us** &/or the **insurer** regarding the **insured** will be processed by **us** &/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

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

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

### 16 Warranties

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

## FAMILY LEGAL SOLUTIONS - EXCLUSIONS

Your schedule tells you if this section is in force.

### The Insurer will not pay for

**You** are not covered for any claim arising from or relating to:-

1. **Legal costs & expenses** incurred before **we** accept a claim
2. Any actual or alleged act, omission or dispute occurring prior to, or existing at the inception in this section of the policy, and which the **insured** knew or ought reasonably to have known could give rise to a claim under this policy
3. Where the amount in dispute is less than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100
4. An allegation or prosecution against the **insured** involving:
  - assault, violence or dishonesty;
  - malicious falsehood;
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
  - illegal immigration;
  - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. A dispute with another **insured** or any members of the **insured's** family
6. An Insured Event arising from an **insured's** deliberate or reckless act
7. Fines, penalties or compensation
8. A judicial review
9. Patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
10. A dispute with **us** or the **insurer** not dealt with under Condition 6
11. Defamation
12. Group Litigation Orders



**ENQUIRIES: 0345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: 0345 111 0672**

(24 hours)

**IDENTITY THEFT HELPLINE: 0344 770 1040**

Monday - Friday 9am - 5pm

**FAMILY LEGAL ADVICE HELPLINE: 0344 770 1040** (24 hours)

For Personal Legal & Tax Advice

**FAMILY LEGAL SOLUTIONS: 0344 770 9000** Monday - Friday 9am - 5pm

To report a claim

**EMERGENCY PROPERTY ASSISTANCE: 0333 999 3551** (24 hours)





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