



# Home Insurance

**uinsure**  
simplicity, choice, reward

## Policy Wording Booklet



Please keep this document safe.

Customer Services: **0844 412 4199**

Claims Line: **0844 412 4248**

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# Very Important Notice

## Unsure hints and tips to help you protect your home

Please read this notice carefully as the advice it contains could help to prevent damage to your home. We are committed to supporting you with practical solutions to help you avoid some of the most common causes of damage.



### Freeze and Escape of Water

1. If you leave your home unattended, leave the heating on low (around 15°C).
2. Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency.
3. Lag pipes in the loft and check that the header and water tanks are insulated.
4. Lag outside water taps to prevent them freezing and pipes bursting.
5. In severe cold weather open the loft hatch to warm the void.
6. Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest hint of water.
7. If you are going to be away for an extended period, consider draining down your plumbing and heating system, but please do so with professional advice.



### Storm

1. Regularly check the condition of all roofs. In particular check garage, shed and flat roofs for signs of wear and tear, as this is of particular importance in heavy snow with the unexpected additional weight.
2. Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
3. A blocked downpipe with trapped rainwater may crack or shatter in freezing conditions.
4. Consider cutting back low hanging tree branches which could cause damage in high winds.

**Please note:** Buildings in sound condition will be able to cope with most weather conditions. Please remember insurance is not a maintenance contract and you are responsible for maintaining your property in a good state of repair.



### Theft

1. Burglar Alarms; the sirenbox will act as a visual deterrent to some extent and dummy sirens can be purchased cheaply. Choose a system that lets off an alarm or one that dials a programmed number such as your mobile phone.
2. It is highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors.
3. Burglars often check convenient locations for a spare key. It is advisable to ensure that keys are not within easy reach of the letter box.



### Fire

1. A properly functioning smoke detector will alert you in the early stages of a fire giving as much time as possible to make an escape. Test your detector regularly.
2. Avoid leaving candles left unattended or in a place likely to be knocked over.
3. It is advisable to have extinguishers in the home.
4. Do not fill a chip pan with more than one third of fat or oil. Do not place food in the pan if the fat or oil is giving off smoke.
5. Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every 3 years and contain a current safety mark.

# Very Important Notice

Please note that this home insurance policy is designed to insure **your** property against loss or damage. It does not cover the maintenance of **your home**.

That means **we** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance.

**We** also do not cover damage that happens over time such as damp, rot or damage from **vermin**.

**You** should keep **your** property in good repair, and take reasonable steps to avoid loss or damage.

## No-claims discount

As long as a claim has not been made during the **period of insurance** immediately before **your** renewal, **we** will include any available discount in **your** renewal premium. **You** may not transfer this discount to any other person.

If a claim is made during the **period of insurance**, at renewal any available discount will be reduced or removed. This means that **you** may have to pay a higher renewal premium. In addition **we** may increase **your excess** from renewal.

# Introduction to your policy

This is **your** insurance policy. It is a contract of insurance between **you** and **us**, and is made up of this booklet and **your schedule**. It is based on the statements and information **you** gave **us** or the information that was given on **your** behalf when **you** applied for the insurance.

That information may have been given to **us** on a **statement of insurance** or during a phone conversation. **We** used that information to assess the cover **we** would provide for **you** and to set the premium and policy conditions **we** need for that cover.

**You** should already have a copy of all the information **you** gave **us**. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave **us** is wrong.

**You** should read this policy booklet and **your schedule** together. Please check them carefully to make sure they give **you** the cover **you** want. **You** have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium. If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due.

If **your** needs change or any of the information given on **your statement of insurance** or during a phone conversation changes, **we** might need to alter the **schedule**. Under the policy conditions, **you** must tell **us** about any changes. **We** will update the contract every time **we** agree to an alteration. **We** will give **you** a new **schedule** each time **we** renew the contract or make an alteration. If **you** ask **us** to, **we** will send **you** a new policy booklet when **you** renew **your** policy.

**We** agree to insure **you** under the terms and conditions set out in this policy booklet and the sections shown in the **schedule** for loss, damage, injury or liability that happens during the **period of insurance**.

**Your schedule** tells **you** which sections of this policy booklet apply. Opposite each heading of cover on those pages **you** will find some exceptions that tell **you** what is not insured under that heading. There are also some policy exclusions on page 10 that apply to all of the contract of insurance.

**You** agree to pay the premium and to keep to the conditions of the policy.

Thank **you** for choosing Uinsure Home Insurance.

Signed



**Simon Taylor**  
**Chief Executive Officer**  
**Uinsure Limited**

# Definitions

All through this policy there are certain words printed in **bold**. These words have special meanings which are shown below and on pages 5-6.

## Accidental damage

Unexpected and unintended damage caused by something sudden and external.

## Bedroom

A room used as or originally built to be a **bedroom**, even if it is now used for something else.

## Buildings

The **home** and fixtures and fittings, garden walls, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or Jacuzzis, hard tennis courts and any **outbuildings** but not **garden items**.

## Business equipment

Desktop and laptop computers, keyboards, visual display units, printers, word-processing equipment, desktop publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture, **you** or **your family** own.

## Computer viruses

A corrupting instruction from an unauthorised source that introduces itself through a computer system, network or software.

## Contents

Household goods, **high-risk property**, **business equipment**, pedal cycles, **money**, **credit cards** and **personal belongings you** or **your family** own or are legally responsible for, but not:

- items held or used for business purposes (either totally or partly) other than **business equipment**;
- motor vehicles**, aircraft, caravans, trailers, boats, or any of their parts and accessories;
- animals, birds, fish or any living thing; and
- interior decorations.

## Credit cards

Charge, cheque, credit, debit and cash cards, but not cards held for business purposes.

## Domestic employees

A person employed to carry out domestic duties associated with **your home** and not employed by **you** in connection with any business, trade, profession or employment.

## European area

Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean, but not countries of the Russian Federation or former USSR.

## Excess

The amount **you** must pay towards each claim.

## Family

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers or any other paying guests.

## Garage

A structure originally built for storing a **motor vehicle** or **motor vehicles**.

## Garden items

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your home**.

## Heave

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

## High-risk property

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals. **We** treat pairs or sets of items as one item.

## Home

The property shown at the address in the **schedule**, landlord's fixtures and fittings that **you** are responsible for, and the property's **garages** and **outbuildings**, all at the same address and all used by **you** for domestic purposes only. If there are no business visitors to the property and no employees, one room may be used as an office. Unless **we** indicate otherwise in the **schedule**, the main building of **your** property must be made of brick, stone or concrete (excluding pre-fabricated concrete), and have a slate, tile or concrete roof.

## Incident

Any event that might lead to a claim.

## Landslip

Downward movement of sloping ground.

# Definitions

## Maximum claim limit

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **maximum claim limit** for section 1 - **Buildings** is shown in **your schedule**.
- The **maximum claim limit** for section 2 - **Contents** is shown in **your schedule**.
- The most **we** will pay for any one claim for **high-risk property** is shown in **your schedule**.
- The **maximum claim limit** for section 4 – Home Emergency is £300 per claim and £1,500 in any one **period of insurance**.

The limit shown in the **schedule** for **high-risk property** applies within (not in addition to) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**.

If the limits shown in **your schedule** are not enough, please contact **your** insurance adviser.

- The **maximum claim limit** for section 3 – Family Legal Expenses Insurance is £50,000.

## Money

Cash, cheques, gift cards, postal and money orders, National Savings Stamps and Certificates, unused current postage stamps, gas, electricity, television licence or other service payment stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers, but not items used for business purposes.

## Motor vehicles

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not). This does not include:

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles an hour;
- golf trolleys which are controlled by someone on foot.

## Outbuildings

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other structures but do not include:

- **garages**;
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;

- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

## Period of insurance

The period of time covered by this policy, as shown in **your schedule** or until cancelled. Each renewal represents the start of a new **period of insurance**.

## Personal belongings

Items worn, used or carried by **you** or **your family** in daily life, but not **money**, **credit cards** or items held or used for business purposes.

## Schedule

The document that shows:

- **your** name and address;
- the **period of insurance**;
- the sections of this policy booklet that apply;
- the **excess**;
- the premium **you** must pay;
- the property that is insured;
- the **maximum claim limit**, and
- details of any extensions or endorsements.

**We** issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change the policy cover.

## Secured

- Outside doors are fitted with five-lever locks.
- The windows can be locked with keys.
- Up-and-over doors can be locked with keys.
- Double doors can be locked with keys, and mortise bolts are fitted at the top and bottom of one of the doors.
- **You** maintain the locks and bolts in full working order.
- **You** use the locks and bolts at night, when nobody is in the **home** and when the **home** is **unoccupied**.
- **Outbuilding** doors are fitted with a padlock or other key-operated security device; **outbuilding** windows are closed or sealed.
- **Garage** doors are fitted with a padlock or other key-operated security device; **garage** windows are closed or sealed.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings**.

# Definitions

## Specified items

**Specified items** are items that have been individually identified to **us** and are shown in **your schedule**.

## Statement of insurance

The **statement of insurance** that contains information **you** gave **us** and any other information **you** gave **us**. This includes information given on **your** behalf.

## Storm

We consider **storm** to be strong winds of 48 knots/55mph or more, sometimes accompanied by rain, hail or snow.

Heavy or persistent rain or snow alone does not constitute **storm** unless the rain or snow is so extreme that damage is caused to well-maintained properties of adequately designed construction.

Extreme rain or snow is:

- 25mm/1 inch or more of rain over a 1 hour period, or a proportionate amount over a shorter time; and
- 30cm/12 inches or more of snow within a 24 hour period (or less).

## Subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

## Unfurnished

A **home** with not enough furniture for someone to live in it.

## Unoccupied

A **home** not lived in or not intended to be lived in for more than 60 days in a row. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

## Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

## We, our, us

The insurer named on **your schedule**.

## You, your

The person or people shown in the **schedule** as 'the insured'.



# Policy conditions

## 1. Your contract of insurance

Your policy is based on the **statement of insurance**, this policy booklet and the **schedule**.

When **you** arranged this insurance **you** gave **us** information which is shown on the **statement of insurance**.

The insurance may not be valid if:

- any information **you** have given **us** is not true and accurate ; or
- **you** do not keep to the conditions of the policy.

**You** cannot make a claim if the insurance is not valid.

## 2. The law that applies

Unless **we** have agreed differently with **you** in writing, this contract will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

## 3. Rights of third parties

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

## 4. Changes

Your policy is based on the answers on the **statement of insurance**. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise of a change to **your** answers may mean **your** policy is invalid and claims may not be paid.

In particular, **you** must tell **us**:

- if **you** change **your** address;
- if **you** or **your family** receive a conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any increase in the value of **your contents** or **personal belongings**;
- if someone other than a member of **your family** comes to live with **you**; and
- if **your home** will be **unoccupied** for more than 60 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make. These changes may result in a change to **your** premium and/or **excess**.

## 5. Precautions

**You** must take reasonable care to:

- keep **your home** in a good state of repair; and
- avoid or limit any loss, damage or injury.

## 6. Security

If **you** live in certain areas, **we** may insist that **you** have high-security locks and, in some cases, an alarm system fitted. To reduce **your** premium, **you** may have told **us** that **you** have

these locks or an approved alarm.

**We** will print an endorsement on **your schedule** showing the security measures **you** have told **us** are fitted, when **you** must use them and the cover that is excluded if **you** do not use them. If **we** have insisted that **you** have this security, but it is not fitted or **you** do not keep it in good working order, the cover under the policy will not be valid for theft, attempted theft or malicious damage.

## 7. Cancelling the policy and the cooling-off period

**You** have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium. If any claim has been made during the period of cover provided, **we** will also deduct the cost of any payments made from the refund due.

**You** may cancel **your** policy any time after the cooling-off period by telephoning or writing to **us**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

**We** or anyone **we** authorise can cancel this policy at any time by sending **you** fourteen days' notice in writing. **We** will send the notice to the last known address **we** have for **you**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

For cancellation of Section 3 – **Family Legal Expenses**, please see page 42 of **your** policy.

For cancellation of Section 4 – **Home Emergency Cover**, please see page 48 of **your** policy.

## 8. Other insurances

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

## 9. Fraudulent claims

**We** will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy and **we** will not refund any premiums.

## 10. Data Protection Notice

Please refer to the Data Protection Notice on page 52, which contains important information about **our** use of **your** personal details.

Please make sure that **you** read the Data Protection Notice carefully.

By taking out this insurance policy, **you** confirm that **we** may use **your** personal information in this way. As the terms of the Data Protection Notice will also apply to anyone else insured under **your** policy, **you** should also show the Data Protection Notice to anyone else whose name **you** give to **us** in connection with **your** policy.

# Policy conditions

## 11. 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.

## 12. How to make a claim

If **you** are aware of an **incident** that might give rise to a claim or **you** need to make a claim, **you** must do the following as soon as possible.

### Buildings and/or Contents

Call **our** claims helpline on 0844 412 4248 to report the **incident**.

- Tell the police as soon as reasonably possible if something is lost or if **you** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- If **we** have asked **you** to fill in a claim form, send this back to **us**, with everything **we** have asked for, within 30 days of **us** sending it to **you**.
- Immediately send **us** any written claim which is made against **you**, and give **us** full details of any verbal claims made against **you**.
- Take reasonable action to protect the property from further loss or damage.

**You** must not:

- throw away, get rid of or destroy any items that are damaged until **we** say so;
- admit or deny responsibility for any **incident**; or
- negotiate or settle any claims made against **you** by anyone else, unless **we** agree in writing that **you** can.

**We** can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can also take legal action in **your** name but for **our** benefit to get back any payment **we** have made under this policy.

### Family Legal Expenses

If **you** or **your family** are claiming for legal protection, please phone 0844 770 1040 between the hours of 9.00am and 5.00pm, Monday to Friday.

### Home Emergency Cover

If **you** or **your family** are claiming for home emergency cover, please phone 0844 338 5529.

## 13. How we will settle your claim

When settling **your** claim **we** have the following options available to **us** and **we** will decide which is most appropriate:

- Repair
- Replace
- Rebuild
- Payment

**We** may offer to repair, replace or rebuild any loss or damage through one of **our** approved suppliers, however, should **you** prefer to use **your** own supplier **you** may, providing **you** agree this with **us** beforehand. Should **you** use **your** own supplier, any payment made would not normally exceed the discounted amount **we** would have paid **our** approved supplier. All **our** repairs are guaranteed for one year.

If **we** decide it is not appropriate to repair, rebuild or replace **your** buildings and/or contents, **we** will send **you** a payment representing:

- the amount by which the buildings and/or contents has gone down in value as a result of the claim; or
- the estimated cost to repair, replace or rebuild **your** buildings and/or contents;

whichever is the lowest.

If **we** pay a claim for the same cause happening at the same time under more than one of the **buildings, contents** or personal possessions sections, **we** will only take off one **excess**.

This will be the highest **excess** shown in **your** schedule for the sections concerned.

### Important

**You** must make sure that the **maximum claim limit** is accurate.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your home**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents of your home** with new items of the same or nearest equivalent quality and type.
- For **specified items of personal belongings, high-risk property** or any other **specified** item, the amount shown on the **schedule** must be enough to replace the item as new.

When an **incident** happens:

- if the **maximum claim limit** under any section is less than the current cost of replacing as new, repairing or rebuilding the property as new; or
- if any amount shown in the **schedule** for **personal belongings, high-risk property, pedal cycles** or any other **specified** item is less than the current cost of replacing the item as new;

# Policy conditions

we may apply the following:

- If, at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct your **buildings** 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 any claim made by **you**.

If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim.

- If, at the time of any loss or damage, the **contents** sum insured is not enough to replace the entire **contents** of your **home** as new, **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 contents** insurance is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to reconstruct **your contents**, then **we** will pay up to 75% of any claim made by **you**.
- If, at the time of any loss or damage, the **personal belongings, high-risk property, pedal cycles** or any other **specified item** sum insured is not enough to replace the item as new **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** item is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace **your** item, then **we** will pay up to 75% of any claim made by **you**.

If however the correct sum insured is shown to exceed **our** acceptance terms and criteria **we** may refuse to pay **your** claim.

## Matching pairs or sets

**We** treat each separate item of a matching pair or set, or set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. **We** will only pay for lost or damaged items. **We** will not pay for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged, just because it forms part of a set, suite or one of a number of items similar in nature, colour or design. If an item in a set is lost or damaged, the other pieces of the set may lose some value, even if they have not been physically damaged themselves.

This loss of value is not covered by the policy.

## Matching carpets

If **you** have a matching carpet or other floor covering in more than one room or area, **we** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

## Buildings section

If **you** keep **your** buildings in good repair, **we** will pay the cost of repairing, replacing or rebuilding the buildings,

but **we** will take off an amount (if appropriate) for wear and tear if **you** claim for:

- flat or felt roofs; or
- gates or fences damaged by falling trees.

## Protecting sums insured

The **maximum claim limit** under the buildings and **contents** sections will not be reduced if **you** make a claim.

## 14. Your Policy

**Your** policy is based on the answers that **you** gave about yourself which allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover.

If any of the answers were incorrect or have changed and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim. If **you** are in any doubt as to whether a piece of information is relevant, please ask **us**. **We** will be happy to give advice.

As a guide, here are a few examples. The list does not cover all possible changes.

**Example a** The contract of insurance covers **you** if **your home** is **unoccupied** for up to 60 days in a row. **You** have told **us** that **your home** will not be left **unoccupied** for more than 60 days in a row. If this changes and **your home** will be left **unoccupied** for longer than 60 days in a row, **you** must tell **us**. If the **home** is left **unoccupied** for more than 60 days, the chances of a loss arising increase and any damage is likely to be greater than it would be if the property was occupied. So, **our** assessment of the risk would be different for an **unoccupied** property.

**Example b** The property covered by this policy is shown in **your schedule** of insurance. If **you** change **your** address, this may influence the premium or the cover **we** are prepared to provide. **You** may need to have a higher level of security, for example, special locks are a condition for cover in some areas of the country. So, a change of address is a fact **you** should report to **us** before **you** move.

## 15. Index-linking

If **you** have not requested a specific sum insured amount for buildings or **contents** index linking will not apply.

## 16. Language

The contractual terms and conditions and other information relating to this contract will be in the English language.

## 17. Lapsed policy warning

In some situations (for example, if **you** live in an area likely to flood) if **you** decide not to renew **your** policy with **us**, **you** may find it difficult to arrange alternative cover or start a new policy with **us** at a later date. To avoid any breaks in **your** cover, **you** should make sure **your** new insurance application has been accepted before **your** current policy expires.

# Policy exclusions

The policy does not cover the following.

- Any loss or damage (including related cost or expense) caused by any act of terrorism no matter whether any other cause or event contributes at the same time or in any other order to the loss.

For the purpose of this exclusion, an act of terrorism means using or threatening to use:

- force or violence (or both); or
- biological, chemical or nuclear force.

The act must be carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, strike, civil commotion and malicious damage are not excluded.

- Any action taken to control or prevent terrorism.
- Loss, damage, injury or legal liability directly or indirectly caused by or contributed to by:
  - riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
  - riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;
  - property being confiscated or detained by customs or other officials;
  - pressure waves caused by aircraft and other flying objects travelling at any speed;
  - ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
  - the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
  - war, invasion, revolution or any similar event.
- Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the pollution or contamination:
  - did not happen suddenly;
  - was the result of an intentional act;
  - was expected or should have been expected;
  - happened before the policy started; or
  - is not reported to **us** as soon as possible and within 30 days of the end of the **period of insurance** in which it happened.

- Consequential or indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:
  - loss of earnings, travel costs, loss assessor fees, the cost of preparing a claim, compensation for stress and/or inconvenience.
- Property more specifically covered by another policy of insurance.
- Any criminal or deliberate act by **you** or **your family**.
- Any reduction in the market value of any property following its repair or reinstatement.
- **Your** policy does not cover claims arising from wear and tear or gradual deterioration. It is **your** responsibility to keep **your home** in a good condition.
- Any loss, damage, injury or accident that commenced before this policy came into force.

# Section 1

## Buildings

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p><b>Your buildings</b> are covered under this section.</p> <p><b>The most we will pay</b> The most <b>we</b> will pay for loss of or damage to the <b>buildings</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p><b>The causes covered</b> The <b>buildings</b> identified in the <b>schedule</b> are covered for loss or damage caused by any of the following:</p>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>
<p>1. Fire, smoke, explosion, lightning or earthquake.</p>	<p>1. Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</p>
<p>2. Riot, civil commotion and labour or political disturbances and strikes.</p>	<p>2. Loss or damage that is not reported to the police within seven days.</p>
<p>3. Malicious damage.</p>	<p>3. Malicious damage caused:</p> <ul style="list-style-type: none"> <li>• by <b>you</b> or <b>your family</b>;</li> <li>• by a person lawfully allowed to be in <b>your home</b>; or</li> <li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
<p>4. The <b>buildings</b> being hit by:</p> <ul style="list-style-type: none"> <li>• aircraft or other flying objects, or anything dropped from them;</li> <li>• fireworks;</li> <li>• vehicles, trains or trams;</li> <li>• falling aerials, masts or satellite dishes;</li> <li>• falling trees or branches;</li> <li>• animals or birds; or</li> <li>• lamp posts or telegraph poles.</li> </ul>	<p>4. Loss or damage</p> <ul style="list-style-type: none"> <li>• caused by domestic animals, birds or pets;</li> <li>• to aerials, aerial fittings, satellite dishes or masts;</li> <li>• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your buildings</b>; or</li> <li>• to hedges, gates and fences.</li> </ul>
<p>5. <b>Storm</b> or flood.</p>	<p>5. Loss or damage</p> <ul style="list-style-type: none"> <li>• to gates, fences or swimming-pool, Jacuzzi and hot tub covers;</li> <li>• caused by frost;</li> <li>• caused by <b>subsidence</b>, ground <b>heave</b> or <b>landslip</b> (this damage is covered under cause 6);</li> <li>• that happens gradually over a period of time;</li> <li>• that does not arise from one identifiable event which directly and immediately caused the loss or damage; or</li> <li>• to cellars and basements as a result of a rise in the water table.</li> </ul>

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b> .
6. <b>Subsidence</b> or ground <b>heave</b> of the site the <b>buildings</b> stand on, or <b>landslip</b> .	6. Loss or damage: <ul style="list-style-type: none"><li>• to the <b>buildings</b> or their foundations because the materials they are built from shrink or expand;</li><li>• caused by the compaction of infill;</li><li>• to the <b>buildings</b> or their foundations by <b>settlement</b>; unless the <b>settlement</b> is caused by <b>subsidence</b> of the site on which the <b>buildings</b> stand;</li><li>• caused by the sea or river wearing away the land;</li><li>• caused by defective materials, faulty design or faulty workmanship;</li><li>• caused by foundations which do not meet the Building Regulations at the time of construction;</li><li>• caused by foundations that do not meet the NHBC guidelines at the time of construction;</li><li>• caused by demolishing, structurally altering or repairing the <b>buildings</b>;</li><li>• to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause;</li><li>• to walls, gates, hedges, <b>outbuildings</b>, fences, paths, drives, patios, swimming pools, ornamental pools or tennis courts, unless the main building is damaged at the same time and by the same cause; or</li><li>• for which compensation is provided by contract or legislation.</li></ul> Damage that started before this policy came into force. Loss of market value after repairs.

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p data-bbox="40 304 206 323"><b>The causes covered</b></p> <p data-bbox="40 363 538 443">7. Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet.</p> <p data-bbox="73 456 546 619"><b>We</b> will also reimburse reasonable costs <b>you</b> have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings. <b>You</b> must get <b>our</b> agreement before work starts in order to receive this benefit. <b>We</b> will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak.</p> <p data-bbox="73 632 552 671">This cover is provided within (not in addition to) the <b>maximum claim limit</b> for <b>buildings</b>.</p>	<p data-bbox="566 304 978 323">The <b>excess</b> shown in the <b>schedule</b> for every incident.</p> <p data-bbox="566 363 725 383">7. Loss or damage:</p> <ul data-bbox="600 395 1068 743" style="list-style-type: none"><li>• to the fixed domestic water or heating system itself; or when the main building of <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li><li>• <b>subsidence, heave</b> or <b>landslip</b> of the site the <b>buildings</b> stand on caused by escape of water (this damage is insured under cause 6 and the corresponding exclusions and <b>excess</b> apply);</li><li>• that has been happening gradually over a period of time;</li><li>• that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or</li><li>• caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.</li></ul> <p data-bbox="600 756 1068 798">Repairs to the pipework or other parts of the water or heating system unless caused by freezing.</p> <p data-bbox="600 810 822 829">Costs <b>we</b> have not agreed to.</p>
<p data-bbox="40 868 262 887">8. Theft or attempted theft</p>	<p data-bbox="566 868 788 887">8. Theft or attempted theft:</p> <ul data-bbox="600 900 1012 970" style="list-style-type: none"><li>• by <b>you</b> or any member of <b>your family, domestic employees</b>, lodgers, paying guests or tenants; or</li><li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li></ul>
<p data-bbox="40 1011 530 1069">9. Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p> <p data-bbox="73 1082 552 1244"><b>We</b> will also reimburse reasonable costs <b>you</b> have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings. <b>You</b> must get <b>our</b> agreement before work starts in order to receive this benefit. <b>We</b> will decide if finding the leak is the most practical and cost effective solution to the problem. For example it may cost less to install new pipework than excavating walls or floors to find the original leak.</p> <p data-bbox="73 1257 552 1297">This cover is provided within (not in addition to) the <b>maximum claim limit</b> for <b>buildings</b>.</p>	<p data-bbox="566 1011 725 1031">9. Loss or damage:</p> <ul data-bbox="600 1043 1068 1206" style="list-style-type: none"><li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li><li>• that has been happening gradually over a period of time; or</li><li>• that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</li></ul> <p data-bbox="600 1219 1068 1238">Repairs to the pipework or other parts of the heating system.</p> <p data-bbox="600 1251 822 1270">Costs <b>we</b> have not agreed to.</p>

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p data-bbox="40 304 206 325"><b>The causes covered</b></p> <p data-bbox="40 363 262 384">10. Property owner's liability</p> <p data-bbox="73 395 508 437"><b>We</b> will pay all amounts <b>you</b> or a member of <b>your family</b> legally have to pay for causing:</p> <ul data-bbox="73 448 430 501" style="list-style-type: none"><li>• death, bodily injury, illness or disease; and</li><li>• loss of or damage to property;</li></ul> <p data-bbox="73 512 524 553">which is caused by an accident happening in or around the <b>buildings</b> during the <b>period of insurance</b> and which arise:</p> <ul data-bbox="73 564 553 735" style="list-style-type: none"><li>• from <b>you</b> owning but not occupying the <b>buildings</b>; or</li><li>• from faulty work on any private home (within the United Kingdom, the Isle of Man or the Channel Islands) which <b>you</b> sold or moved out of before the injury or damage happened (this insurance will continue for seven years from the date <b>your</b> policy ends or is cancelled, but will not apply if the policy is invalid or <b>your</b> liability is covered by a more recent policy).</li></ul> <p data-bbox="73 746 553 810">The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p data-bbox="73 821 553 863">If <b>you</b> die, <b>we</b> will indemnify (protect) <b>your</b> legal representative against <b>your</b> or <b>your family's</b> liability.</p>	<p data-bbox="566 304 978 325">The <b>excess</b> shown in the <b>schedule</b> for every incident.</p> <p data-bbox="566 363 1068 405">10. Any amount for death, bodily injury, illness or disease to <b>you</b>, <b>your family</b> or any <b>domestic employee</b>.</p> <p data-bbox="600 416 1079 458">Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to <b>you</b>.</p> <p data-bbox="600 469 911 489">Liability arising directly or indirectly from:</p> <ul data-bbox="600 501 1057 708" style="list-style-type: none"><li>• any lift (other than a stairlift) <b>you</b> own or <b>you</b> are responsible for maintaining;</li><li>• any deliberate or malicious act;</li><li>• occupation of any land or building;</li><li>• using the <b>home</b> for any business, trade, profession or employment; and</li><li>• any agreement unless <b>you</b> would have had that liability without the agreement.</li></ul> <p data-bbox="600 719 1023 740">Any amount above the amount shown in the <b>schedule</b>.</p>
<p data-bbox="40 932 284 952">11. Professional fees and costs</p> <p data-bbox="73 963 530 1027">Necessary and reasonable expenses for rebuilding or repairing the <b>buildings</b> as a result of damage insured under this section, including:</p> <ul data-bbox="73 1038 553 1182" style="list-style-type: none"><li>• architects', surveyors' and legal fees;</li><li>• the cost of clearing debris from the site, clearing drains and demolishing or shoring up the <b>buildings</b>; and</li><li>• other costs necessary to keep to government or local authority requirements, unless <b>you</b> had received notice to meet the requirements before the damage happened.</li></ul>	<p data-bbox="566 932 822 952">11. The cost of preparing a claim.</p>
<p data-bbox="40 1219 362 1240">12. Underground pipes, drains and cables</p> <p data-bbox="73 1251 542 1331">The cost of repairing accidental breakage to the fabric of cables, underground pipes, drains and tanks (and their inspection covers) serving <b>your home</b> and for which <b>you</b> are responsible.</p>	<p data-bbox="566 1219 1068 1260">12. Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.</p> <p data-bbox="600 1272 900 1292">Natural failure, wear and tear of drains.</p> <p data-bbox="600 1303 1046 1367">Deterioration of materials, faulty design and drainage which did not meet the Building Regulations at the time of construction.</p> <p data-bbox="600 1378 1068 1442">Damage to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.</p>



# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every incident.
13. Glass and sanitaryware Accidental breakage to: <ul style="list-style-type: none"><li>fixed glass and ceramic hobs built into cookers that are permanent fixtures in <b>your home</b>;</li><li>sanitary fixtures and fittings in <b>your home</b>; and</li><li>solar panels.</li></ul>	13. Loss or damage caused by scratching or denting. Damage caused when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b> . The cost of replacing undamaged items. Damage to window or door frames.
14. Rent and alternative accommodation Rent <b>you</b> would have received or are responsible for paying while the <b>buildings</b> cannot be lived in because of damage insured by this section. <b>We</b> will also pay the reasonable costs of necessary alternative accommodation for <b>you, your family</b> and <b>your</b> domestic pets if the <b>buildings</b> cannot be lived in because of damage insured by this section. The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the <b>schedule</b> . This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>buildings</b> .	14. Any amount above the amount shown in the <b>schedule</b> .
15. Buyer's cover If <b>you</b> have exchanged contracts to sell <b>your home</b> , <b>we</b> will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.	15. Any amount above the amount shown in the <b>schedule</b> .
16. If <b>you</b> sell <b>your home</b> If <b>you</b> have exchanged contracts to sell <b>your home</b> , <b>we</b> will continue to provide cover until the sale goes through as long as: <ul style="list-style-type: none"><li>this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of "conclusion of missives"); and</li><li><b>you</b> have already insured <b>your new home</b> under this policy.</li></ul>	
17. Protection against damage caused by emergency services. <b>We</b> will pay for damage to <b>your buildings</b> caused by the emergency services if they cause damage while getting into <b>your home</b> to deal with an emergency. <b>We</b> will also pay for damage to <b>your garden items</b> (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at <b>your home</b> .	

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p><b>The causes covered</b></p> <p>18. Protection against squatters</p> <p>If squatters live in <b>your home</b>, <b>we</b> will pay up to the <b>maximum claim limit</b> shown in the <b>schedule</b> towards <b>your</b> legal costs for removing them. <b>You</b> must get <b>our</b> agreement in writing before <b>you</b> start proceedings to receive this benefit.</p> <p>The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>buildings</b>.</p>	<p>The <b>excess</b> shown in the <b>schedule</b> for every incident.</p> <p>18. Legal costs for removing the squatters while <b>your home</b> or any part of it is:</p> <ul style="list-style-type: none"><li>• lent, let or sublet to or occupied by someone who is not a member of <b>your family</b>; or</li><li>• <b>unoccupied</b> or <b>unfurnished</b>.</li></ul> <p>Costs <b>we</b> have not agreed to in writing.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p>
<p>19. Replacement locks and keys</p> <p><b>We</b> will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"><li>• <b>your</b> keys are lost outside the <b>home</b> or are stolen; or</li><li>• they are damaged inside the <b>home</b> by an event insured under this section.</li></ul> <p>If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a claim for replacement locks and keys, <b>we</b> will make one claims payment under either <b>your buildings</b> or <b>contents</b> section of cover. It is not possible to make a claim under both <b>buildings</b> and <b>contents</b> cover for the same <b>incident</b>.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p>This cover is provided within the <b>maximum claim limit</b> for <b>buildings</b>.</p>	<p>19. Any amount above the amount shown in the <b>schedule</b>.</p>
<p>20. Compulsory evacuation alternative accommodation</p> <p><b>We</b> will pay the reasonable cost of necessary alternative accommodation for <b>you</b>, <b>your family</b>, <b>your</b> domestic pets and horses if the <b>buildings</b> cannot be lived in because a local authority prohibits <b>you</b> from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of compulsory evacuation.</p> <p>If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a claim for compulsory evacuation, <b>we</b> will make one claims payment under either <b>your buildings</b> or <b>contents</b> section of cover. It is not possible to make a claim under both <b>buildings</b> and <b>contents</b> cover for the same <b>incident</b>.</p> <p>The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>buildings</b>.</p>	<p>20. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 1

## Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b> .
<p>21. Newly acquired fixtures</p> <p><b>We</b> will cover <b>you</b> newly acquired fixtures for loss or damage covered under this section for a period of 60 days from the date that <b>you</b> purchase them if <b>your buildings maximum claim limit</b> is exceeded. <b>We</b> reserve the right not to insure any newly acquired fixtures after the 60th day. For this cover to apply <b>you</b> must agree to increase the <b>buildings maximum claim limit</b> and pay any additional premium that is due.</p> <p>The most that <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>buildings</b>.</p>	<p>21. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 1

## Buildings optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p><b>Your buildings</b> are covered under this section.</p> <p><b>The most we will pay</b> The most <b>we</b> will pay for loss of or damage to the <b>buildings</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p><b>The causes covered</b></p>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p>
<p>22. <b>Accidental damage</b></p>	<p>22. Loss or damage:</p> <ul style="list-style-type: none"><li>• by any cause or event already covered under Section 1 <b>Buildings</b>;</li><li>• caused by wear and tear, loss of value or lack of maintenance;</li><li>• caused by movement of the land the <b>buildings</b> are on;</li><li>• caused by any part of the <b>buildings</b> moving, settling or shrinking; demolishing or structurally altering or repairing the <b>buildings</b>;</li><li>• caused by insects, moths, <b>vermin</b>, parasites, wet rot, dry rot, fungus, atmospheric conditions, light or other gradual causes;</li><li>• happening gradually over a period of time;</li><li>• caused by altering, washing, cleaning, restoring, maintaining, repairing, dismantling or misusing the <b>building</b>;</li><li>• caused by frost;</li><li>• caused by faulty workmanship, design or materials;</li><li>• caused by chewing, scratching, tearing or fouling by domestic animals and pets;</li><li>• caused by the effects of chemicals;</li><li>• caused by electrical or mechanical breakdown;</li><li>• caused by a person <b>your home</b> or any part of it is lent, let or sublet to;</li><li>• caused by <b>storm</b> damage to fences, gates, hedges and swimming pool covers;</li><li>• caused maliciously by <b>you</b> or <b>your family</b> or by a person lawfully allowed to be in <b>your home</b>;</li><li>• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your buildings</b>;</li><li>• that does not arise from one identifiable event which directly and immediately caused the loss or damage;</li></ul>

# Section 1

## Buildings optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

### What is insured

### What is not insured

- that would not have arisen if there had not been a failure to deal with existing damage which should have been noticed and where there has been an unnecessary delay in starting repairs;
- caused by rain or water entering the **home**, as a result of faulty workmanship, poor maintenance or wear and tear;
- when **your home** is **unoccupied** or **unfurnished**;
- damage to hot tubs and Jacuzzis;
- to drainage which did not meet the Building Regulations at the time of construction; and
- to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.

Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.

The cost of maintenance or routine redecoration.

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p><b>You and your family's contents</b> are covered when they are:</p> <ul style="list-style-type: none"><li>• in the <b>buildings</b> of the <b>home</b>; and</li><li>• in the open but within the boundary of the <b>home</b>.</li></ul> <p><b>The most we will pay</b></p> <p>The <b>contents</b> are covered up to the <b>maximum claim limit</b> shown in the <b>schedule</b> when in the main building of <b>your home</b>. However, the following limits apply.</p> <p><b>High-risk property</b></p> <ul style="list-style-type: none"><li>• The most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> for <b>high-risk property</b> shown in the <b>schedule</b>.</li><li>• The most <b>we</b> will pay for any one item is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</li></ul> <p><b>Business equipment</b></p> <p>The most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> for <b>business equipment</b> shown in the <b>schedule</b>.</p> <p>The most <b>we</b> will pay for any one item of <b>business equipment</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p><b>Contents in the open</b> (but within the boundary of <b>your home</b>)</p> <ul style="list-style-type: none"><li>• The most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> for <b>contents</b> in the open shown in the <b>schedule</b>.</li></ul> <p><b>Money</b></p> <ul style="list-style-type: none"><li>• The most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> for <b>money</b> shown in the <b>schedule</b>.</li></ul> <p><b>Credit cards</b></p> <ul style="list-style-type: none"><li>• The most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> for <b>credit cards</b> shown in the <b>schedule</b>.</li></ul> <p><b>Deeds and document</b></p> <ul style="list-style-type: none"><li>• The most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> for <b>deeds and documents</b></li></ul> <p><b>Metered oil or water</b></p> <ul style="list-style-type: none"><li>• The most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> for metered oil or water shown in the <b>schedule</b>.</li></ul>	<p>The excess shown in the <b>schedule</b> for every <b>incident</b>. Anything more specifically insured in another part of this policy.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p>
<ol style="list-style-type: none"><li>1. Fire, smoke, explosion, lightning or earthquake.</li></ol>	<ol style="list-style-type: none"><li>1. Scorching, singeing, melting or damage caused by smoke that happens gradually over a period of time.</li></ol>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b> .
2. Riot, civil commotion and labour or political disturbances and strikes	2. Loss or damage that is not reported to the police within seven days.
3. Malicious damage.	3. Malicious damage caused: <ul style="list-style-type: none"><li>• by <b>you</b> or <b>your family</b>;</li><li>• by a person lawfully allowed to be in <b>your home</b>;</li><li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>; or</li><li>• by <b>computer viruses</b>.</li></ul>
4. <b>Your home</b> being hit by: <ul style="list-style-type: none"><li>• aircraft or other flying objects, or anything dropped from them;</li><li>• fireworks;</li><li>• vehicles, trains or trams;</li><li>• falling aerials, masts or satellite dishes;</li><li>• falling trees or branches;</li><li>• animals or birds; or</li><li>• lamp posts or telegraph poles.</li></ul>	4. Loss or damage caused by domestic animals, birds or pets. The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your contents</b> . Damage caused by cutting down all or part of a tree.
5. <b>Storm</b> or flood.	5. <b>Storm</b> or flood damage to property away from <b>your home</b> and not in a building. Loss or damage that happens gradually over a period of time. Loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.
6. <b>Subsidence</b> or ground <b>heave</b> of the site <b>your home</b> stands on, or <b>landslip</b> .	6. Loss or damage caused by: <ul style="list-style-type: none"><li>• the sea or river wearing away the land;</li><li>• faulty design or construction of the <b>buildings</b> or their foundations;</li><li>• demolishing, altering or repairing the <b>buildings</b>; or</li><li>• the foundations of the building or the materials from which they are built shrinking or expanding.</li></ul> Loss or damage for which compensation is provided by contract or legislation. Damage that started before this policy came into force.

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every incident.
<p>7. Escaping water</p> <p>Water leaking from any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.</p>	<p>7. Loss or damage:</p> <ul style="list-style-type: none"><li>to the fixed domestic water or heating system itself; or when the main building of <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li><li>that has been happening gradually over a period of time;</li><li>that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs; or</li><li>caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on.</li></ul>
<p>8. Theft or attempted theft.</p> <p>The most <b>we</b> will pay for any one claim for theft of <b>contents</b> from an <b>outbuilding</b> or <b>garage</b> is the <b>maximum claim limit</b> for theft of <b>contents</b> in an <b>outbuilding</b> or <b>garage</b> shown in the <b>schedule</b>.</p> <p>The most <b>we</b> will pay for any one claim for theft of <b>contents</b> from a <b>secured outbuilding</b> or <b>garage</b> built of brick, stone or concrete and kept in good repair is the <b>maximum claim limit</b> for theft of <b>contents</b> in a <b>secured outbuilding</b> or <b>garage</b> shown in the <b>schedule</b>.</p> <p>The maximum amount <b>we</b> will pay following theft of jewellery or watches from the <b>home</b> is £10,000 unless stolen from a fixed, locked safe.</p>	<p>8. Theft or attempted theft:</p> <ul style="list-style-type: none"><li>by deception, unless entry only is gained by deception;</li><li>by <b>you</b> or any member of <b>your family</b>, <b>domestic employees</b>, lodgers, paying guests or tenants;</li><li>when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li><li>when <b>your home</b> or any part of it is lent, let or sublet to or occupied by someone who is not a member of <b>your family</b>, unless force causing damage to the main building of the <b>home</b> was used to get in or out of the building; or</li><li>of <b>money</b>, unless force causing damage to the main building of the <b>home</b> was used to get into or out of the building.</li></ul>
<p>9. Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p>	<p>9. Loss or damage to the fixed domestic oil-fired heating system itself.</p> <p>Loss or damage that has been happening gradually over a period of time.</p> <p>Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.</p>



# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p data-bbox="34 304 206 325"><b>The causes covered</b></p> <p data-bbox="34 363 544 448">10. Accidental breakage to television sets (and their aerials), satellite receivers or decoders, radios, audio equipment, video-recording equipment, DVD players and games consoles capable of playing DVDs or desk-top personal computers.</p>	<p data-bbox="564 304 978 325">The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p data-bbox="564 363 667 384">10. Damage:</p> <ul data-bbox="598 395 1068 887" style="list-style-type: none"><li>• to items designed or intended to be hand-held, carried or portable, including e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite navigation systems and laptop computers.</li><li>• to laptop computers;</li><li>• to musical instruments;</li><li>• to television sets, caused whilst using electronic gaming equipment;</li><li>• to records, compact discs, computer disks, cassettes, tapes, DVDs or other data storage devices;</li><li>• caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item;</li><li>• caused by wear and tear or deterioration;</li><li>• caused by electrical or mechanical breakdown;</li><li>• from light, or atmospheric or climatic conditions;</li><li>• caused by scratching or denting; or</li><li>• caused by <b>computer viruses</b>;</li><li>• when <b>your home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li></ul> <p data-bbox="598 898 1039 959">Loss, destruction or damage to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time.</p> <p data-bbox="598 970 1072 1031">Loss of data or information arising as a result of any computer data-processing equipment or similar equipment failing to correctly recognise any date or time.</p>
<p data-bbox="34 1070 516 1121">11. Accidental breakage in <b>your home</b> to: fixed glass in furniture (but not glass in pictures or clocks);</p> <ul data-bbox="73 1134 535 1270" style="list-style-type: none"><li>• glass shelves;</li><li>• glass tops to furniture;</li><li>• fixed glass in mirrors; or</li><li>• ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.</li></ul>	<p data-bbox="564 1070 972 1091">11. Loss or damage caused by scratching or denting.</p>
<p data-bbox="34 1310 521 1347">12. Accidental loss of metered water or oil in domestic heating systems.</p> <ul data-bbox="73 1359 546 1450" style="list-style-type: none"><li>• The most <b>we</b> will pay is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</li><li>• This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</li></ul>	<p data-bbox="564 1310 1020 1331">12. Any amount above the amount shown in the <b>schedule</b>.</p> <p data-bbox="598 1342 1005 1362">Loss while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p><b>The causes covered</b></p> <p>13. Damage to food in any refrigerator or deep freezer caused by:</p> <ul style="list-style-type: none"> <li>• a rise or fall in temperature; or</li> <li>• contamination by refrigerant or refrigerant fumes.</li> </ul> <p>The most <b>we</b> will pay is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>This cover is provided within (not in addition to) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p>13. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• <b>your</b> power supply being cut off by the supplier; or</li> <li>• a strike, a lockout or an industrial dispute.</li> </ul> <p>Any amount above the amount shown in the <b>schedule</b>.</p>
<p>14. Public and personal liability</p> <p><b>We</b> will pay all amounts <b>you</b> or a member of <b>your family</b> legally have to pay for causing:</p> <ul style="list-style-type: none"> <li>• death, bodily injury, illness or disease; or</li> <li>• loss of or damage to property; which is caused by an accident happening during the <b>period of insurance</b> and arising;</li> <li>• from <b>your</b> occupation (but not ownership) of the <b>buildings</b>;</li> <li>• in a private role not connected with owning the <b>buildings</b>; or</li> <li>• from the employment by <b>you</b> or <b>your family</b> of <b>domestic employees</b>.</li> </ul> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p> <p>If <b>you</b> die, <b>we</b> will indemnify (protect) <b>your</b> legal representative against <b>your</b> or <b>your family's</b> liability.</p>	<p>14. Death, bodily injury, illness or disease suffered by <b>you</b>, <b>your family</b> or a <b>domestic employee</b>.</p> <p>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to <b>you</b> or <b>your family</b>.</p> <p>Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> <li>• mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot go over 8 miles an hour;</li> <li>• aircraft, except model aircraft that have a wing span of less than 10 feet;</li> <li>• gliders, hang-gliders and microlights;</li> <li>• hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian-controlled models or toys and hand or foot-propelled boats;</li> <li>• caravans, horse boxes, trailers or trailer tents;</li> <li>• firearms, except legally held sporting guns used for sporting purposes;</li> <li>• dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or</li> <li>• lift (other than a stairlift) <b>you</b> own or <b>you</b> are responsible for maintaining.</li> </ul> <p>Injury or damage arising from:</p> <ul style="list-style-type: none"> <li>• a direct or indirect result of an assault or alleged assault;</li> <li>• any deliberate or malicious act;</li> <li>• hunting or racing of any kind, except on foot; or</li> <li>• <b>your</b> business, trade, profession or employment.</li> </ul>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every incident.
	Liability arising from any disease or virus that <b>you</b> pass on to another person. <ul style="list-style-type: none"><li>• Any liability <b>you</b> have under a contract, unless <b>you</b> would have had that liability without the contract.</li><li>• Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</li></ul> Any amount above the amount shown in the <b>schedule</b> .
<p>15. Liability for <b>domestic employees</b></p> <p><b>We</b> insure <b>you</b> against <b>your</b> legal liability for all amounts <b>you</b> have to pay for accidental bodily injury which happens to any of <b>your domestic employees</b> during the course of their work or which is caused by <b>you</b> during the <b>period of insurance</b>.</p> <p>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p>	15. Any amount above the amount shown in the <b>schedule</b> .
<p>16. Tenant's liability</p> <p><b>We</b> insure <b>you</b> against <b>your</b> legal liability as a tenant of <b>your home</b> for all amounts <b>you</b> have to pay for:</p> <ul style="list-style-type: none"><li>• damage to the structure of <b>your home</b>, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy;</li><li>• the cost of repairing <b>accidental damage</b> to the cables, underground pipes and drains (and their inspection covers) which serve <b>your home</b>;</li><li>• accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and</li><li>• accidental breakage to fixed sanitary fittings and bathroom fittings.</li></ul> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p> <p>If <b>you</b> make a claim <b>you</b> will need to provide evidence that <b>you</b> are legally liable for the damage.</p>	16. Any amount above the amount shown in the <b>schedule</b> . <p>Damage to the structure of <b>your home</b>, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy, while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Loss or damage excluded under any of the causes 1 to 9 of section 2 - <b>Contents</b>.</p>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p><b>The causes covered</b></p> <p>17. Unpaid damages</p> <p><b>We</b> will pay the unpaid amount of any award made in <b>your</b> favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p><b>We</b> will pay the amount if:</p> <ol style="list-style-type: none"><li><b>you</b> have not received full payment within three months of the date of the award;</li><li>the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands;</li><li><b>you</b> would have had a valid claim under cause 14 of this policy if the award had been made against <b>you</b>; and</li><li>there is not going to be an appeal.</li></ol> <p>After <b>we</b> have made a payment, <b>we</b> may enforce <b>your</b> rights against the person who should have made the payment. (In this case, <b>we</b> will keep any amounts <b>we</b> get back.)</p> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p>	<p>The <b>excess</b> shown in the <b>schedule</b> for every incident.</p> <p>17. Any amount above the amount shown in the <b>schedule</b>.</p>
<p>18. <b>Contents</b> temporarily removed</p> <p><b>Your contents</b> are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from <b>your home</b> but within the United Kingdom, the Isle of Man or the Channel Islands. However, for theft of <b>your contents</b> (excluding <b>money</b>), the theft must be from:</p> <ul style="list-style-type: none"><li>any bank or safe deposit, or while <b>you</b> or any member of <b>your family</b> are taking the items to or from the bank or safe deposit;</li><li>a home or a building <b>you</b> or <b>your family</b> are working or living in temporarily; or</li><li>any other building if there are visible signs that force or violent means were used to get into or out of the building.</li></ul> <p><b>Money</b> is covered away from <b>your home</b> only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p>This cover is provided within (not in addition to) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>18. Loss or damage:</p> <ul style="list-style-type: none"><li>to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);</li><li>caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;</li><li>by <b>storm</b>, flood or malicious damage to items not in a building;</li><li>in halls of residence or student accommodation;</li><li>to any item taken out of <b>your home</b> to sell, display or exhibit;</li><li>during removals; or</li><li>from a caravan, mobile home or motor home.</li></ul> <p>Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p><b>The causes covered</b></p> <p>19. Rent and alternative accommodation</p> <p>If <b>you</b> cannot live in <b>your home</b> because of damage insured under this section:</p> <ul style="list-style-type: none"><li>• <b>we</b> will pay the reasonable cost of necessary alternative accommodation for <b>you, your family</b> and <b>your</b> domestic pets until <b>you</b> can live in <b>your home</b> again; and</li><li>• if <b>you</b> are a tenant, <b>we</b> will also pay any rent <b>you</b> have to pay while <b>you</b> are not living in <b>your home</b>.</li></ul> <p>The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p>19. Any amount above the amount shown in the <b>schedule</b>.</p>
<p>20. Replacement locks and keys</p> <p><b>We</b> will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"><li>• <b>your</b> keys are lost outside the <b>home</b> or are stolen; or</li><li>• they are damaged inside the <b>home</b> by an event insured under this section.</li></ul> <p>If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a claim for replacement locks and keys, <b>we</b> will make one claims payment under either <b>your buildings</b> or <b>contents</b> section of cover. It is not possible to make a claim under both <b>buildings</b> and <b>contents</b> cover for the same <b>incident</b>.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p>This cover is provided within (not in addition to) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>20. Any amount above the amount shown in the <b>schedule</b>.</p>
<p>21. Household removal</p> <p>If <b>your contents</b> are professionally packed and carried, <b>we</b> will insure <b>you</b> against loss or damage to the <b>contents</b> while they are:</p> <ul style="list-style-type: none"><li>• being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between <b>your</b> old address and <b>your</b> new address;</li><li>• on their way to or from a furniture depository; and</li><li>• being loaded or unloaded.</li></ul>	<p>21. Loss of or damage to:</p> <ul style="list-style-type: none"><li>• glass or other fragile items; or</li><li>• property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions.)</li></ul>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every incident.
<p>22. Fatal injury</p> <p>If <b>you</b> or any member of <b>your family</b> have a fatal injury:</p> <ul style="list-style-type: none"><li>• caused by a fire in <b>your home</b>; or</li><li>• as a result of an assault in <b>your home</b>;</li></ul> <p><b>we</b> will pay the amount shown in the <b>schedule</b> for the person who dies, but only if they die within 12 months of the fire or assault.</p>	22. Any amount above the amount shown in the <b>schedule</b> .
<p>23. Wedding and Civil Partnership Ceremony Insurance.</p> <p>The <b>maximum claim limit</b> under this section is increased by the amount shown in the <b>schedule</b> for 30 days before and 30 days after <b>you</b> or any member of <b>your family's</b> wedding day or civil partnership ceremony, to cover wedding and civil partnership ceremony gifts and the cost of items bought for the wedding or civil partnership ceremony. During this period, <b>we</b> will insure the gifts against loss or damage when they are:</p> <ul style="list-style-type: none"><li>• in <b>your home</b>;</li><li>• in the building where the wedding or civil partnership ceremony reception is held; or</li><li>• being transported between <b>your home</b> and the reception.</li></ul> <p>This increase will only affect the <b>maximum claim limit</b> and does not increase any other limits shown in the policy or <b>schedule</b>.</p>	23. Any amount above the amount shown in the <b>schedule</b> .
<p>24. Birthday increase</p> <p>The <b>maximum claim limit</b> under this section is increased by the amount shown in the <b>schedule</b> 30 days before any member of <b>your family's</b> birthday, to cover birthday gifts purchased for members of <b>your family</b>.</p> <p>This increase will only affect the <b>maximum claim limit</b> and does not increase any other limits shown in the policy or <b>schedule</b>.</p>	24. Any amount above the amount shown in the <b>schedule</b> .
<p>25. Religious festival increase</p> <p>The <b>maximum claim limit</b> under this section is increased by the amount shown in the <b>schedule</b> during the month of <b>your</b> religious festival to cover gifts and extra food and drink bought for the religious festival.</p> <p>This increase will only affect the <b>maximum claim limit</b> and does not increase any other limits shown in the policy or <b>schedule</b>.</p>	25. Any amount above the amount shown in the <b>schedule</b> .

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b> .
<p>26. Guests' <b>personal belongings</b></p> <p><b>We</b> will cover <b>your</b> guests' and visitors' <b>personal belongings</b> while in <b>your home</b> for the causes insured 1 to 9 listed on the previous pages if they are not insured under any other policy.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>26. Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages.</p> <p>Loss or damage if any item is insured under any other policy.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p>
<p>27. Shopping in transit</p> <p>Loss of or damage to food and other items while <b>you</b> are bringing them to <b>your home</b> from the shop or shops where <b>you</b> bought them.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>27. Loss or damage caused by theft or attempted theft from an unattended <b>motor vehicle</b> or where a <b>motor vehicle</b> is stolen, unless:</p> <ul style="list-style-type: none"><li>• the item is kept in a locked covered boot or glove compartment;</li><li>• all access points to the vehicle are closed and locked;</li><li>• any extra security systems are activated; or</li><li>• there is evidence that forcible and violent entry took place.</li></ul> <p>Any amount above the amount shown in the <b>schedule</b>.</p>
<p>28. Tenant's <b>home</b> improvements</p> <p>If <b>you</b> are a tenant of <b>your home</b>, <b>we</b> will pay for loss of or damage to interior decorations and any <b>home</b> improvements <b>you</b> have paid for, as long as this loss or damage is as a result of any of the causes covered in this section.</p> <p>The most <b>we</b> will pay in any one <b>period of insurance</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>28. Any amount above the amount shown in the <b>schedule</b>.</p>
<p>29. Counselling fees</p> <p>If <b>you</b> or members of <b>your family</b> suffer emotional stress as a result of a cause insured under this section, <b>we</b> will pay <b>you</b> the cost of any professional counselling provided</p> <ul style="list-style-type: none"><li>• <b>we</b> have approved the counselling</li><li>• counselling has been recommended by a qualified medical practitioner</li></ul> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>29. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<b>The causes covered</b>	The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b> .
<p>30. Dual <b>contents</b> cover</p> <p><b>We</b> will cover <b>your contents</b> up to the <b>maximum claim limit</b> shown in <b>your schedule</b> while they are in a new <b>home</b> that <b>you</b> have exchanged, but not completed contracts on, one week before <b>you</b> move into the new <b>home</b>.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p>	<p>30. Any amount above the amount shown in the <b>schedule</b>.</p>
<p>31. Garden cover</p> <p><b>We</b> will pay for loss or damage caused to hedges, lawns and plants that <b>you</b> own, which are outside the building but within the boundaries of the <b>home</b>, by any of the following.</p> <ul style="list-style-type: none"><li>• Theft</li><li>• Fire, lightning or explosion</li><li>• <b>Storm</b> or flood</li><li>• Malicious damage</li><li>• <b>Accidental damage</b> caused by any person other than <b>you</b> or <b>your family</b></li><li>• Wild animals</li><li>• Television aerials, satellite dishes and masonry falling from the <b>building</b></li><li>• Branches falling from trees</li></ul> <p><b>We</b> will also pay for loss or damage to trees and shrubs caused by theft.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>31. Malicious damage caused by:</p> <ul style="list-style-type: none"><li>• <b>you</b> or <b>your family</b>; or</li><li>• a person lawfully allowed to be in <b>your home</b>.</li></ul> <p>Loss or damage:</p> <ul style="list-style-type: none"><li>• caused by wear and tear or deterioration;</li><li>• caused by natural ageing;</li><li>• caused by domestic animals, birds or pets;</li><li>• caused by frost;</li><li>• caused by <b>subsidence, landslip</b> or <b>heave</b>;</li><li>• caused by smoke or bonfires;</li><li>• from light or atmospheric or climatic conditions; or</li><li>• caused by insects, <b>vermin</b>, rot, mildew, fungus or poisoning;</li></ul> <p>Loss or damage caused in connection with <b>your</b> trade, business or profession.</p> <p>Any amount above the amount shown on the <b>schedule</b>.</p>



# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p data-bbox="40 304 206 325"><b>The causes covered</b></p> <p data-bbox="40 363 465 384">32. Compulsory evacuation alternative accommodation</p> <p data-bbox="73 395 549 517"><b>We</b> will pay the reasonable cost of necessary alternative accommodation for <b>you, your family, your</b> domestic pets and horses if the <b>buildings</b> cannot be lived in because a local authority prohibits <b>you</b> from living in them following loss or damage to a neighbouring property. This cover will operate for a period of 30 days from the date of compulsory evacuation.</p> <p data-bbox="73 528 549 649">If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a claim for compulsory evacuation, <b>we</b> will make one claims payment under either <b>your buildings</b> or <b>contents</b> section of cover. It is not possible to make a claim under both <b>buildings</b> and <b>contents</b> cover for the same <b>incident</b>.</p> <p data-bbox="73 660 549 703">The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the <b>schedule</b>.</p> <p data-bbox="73 715 549 758">This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p data-bbox="563 304 978 325">The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p data-bbox="563 363 1020 384">32. Any amount above the amount shown in the <b>schedule</b>.</p>
<p data-bbox="40 793 353 813">33. Loss or damage to downloaded data</p> <p data-bbox="73 825 549 930"><b>We</b> will pay for loss or damage covered under this section to non-recoverable electronic data that <b>you</b> or a member of <b>your family</b> have legally downloaded. If <b>you</b> make a claim for downloaded data <b>we</b> will ask <b>you</b> for proof that <b>you</b> downloaded this data.</p> <p data-bbox="73 941 549 984">The most <b>we</b> will pay in any one <b>period of insurance</b> is the amount shown in the <b>schedule</b>.</p> <p data-bbox="73 995 549 1038">This cover is provided within (not in addition to) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p data-bbox="563 793 1020 813">33. Any amount above the amount shown in the <b>schedule</b>.</p>
<p data-bbox="40 1067 269 1088">34. Newly acquired <b>contents</b></p> <p data-bbox="73 1099 549 1265"><b>We</b> will cover <b>your</b> newly acquired <b>contents</b> for loss or damage covered under this section for a period of 60 days from the date that <b>you</b> purchase them if <b>your contents maximum claim limit</b> is exceeded. <b>We</b> reserve the right not to insure any newly acquired <b>contents</b> after the 60th day. For this cover to apply <b>you</b> must agree to increase the <b>contents maximum claim limit</b> and pay any additional premium that is due.</p> <p data-bbox="73 1276 549 1319">The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p data-bbox="73 1331 549 1374">This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p data-bbox="563 1067 1020 1088">34. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2

## Contents

(This section applies only if shown in the schedule)

What is insured	What is not insured
<p data-bbox="42 304 206 325"><b>The causes covered</b></p> <p data-bbox="42 363 224 384">35. Student belongings</p> <p data-bbox="76 395 537 518"><b>We</b> will pay for loss or damage as a result of causes 1 to 9 of this section, to <b>contents</b> belonging to or the responsibility of <b>you</b> or a member of <b>your family</b> when they are in halls of residence or any other term time student accommodation where <b>you</b> or a member of <b>your family</b> are living whilst attending boarding school, college or university.</p> <p data-bbox="76 529 552 569">The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p data-bbox="76 580 546 620">The most <b>we</b> will pay for any one item is the amount shown in the <b>schedule</b>.</p> <p data-bbox="76 632 552 671">This cover is provided within (not in addition to) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p data-bbox="565 304 980 325">The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p data-bbox="565 363 720 384">35. Loss of <b>money</b>.</p> <p data-bbox="599 395 1047 435">Loss or damage caused by theft or attempted theft unless there is evidence that forcible and violent entry took place.</p> <p data-bbox="599 446 1021 467">Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2

## Contents optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

### What is insured

The **contents** are covered under this section.

#### The causes covered

#### 36. Accidental damage

### What is not insured

The **excess** shown in the **schedule** for every **incident**.

#### 36. Loss or damage:

- by any cause or event already covered under Section 2 **Contents**;
- to clothing, including furs;
- to documents or securities such as share or bond certificates;
- to **money**;
- to food and drink;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to dentures while being used for eating;
- to contact or corneal lenses;
- to crowns, caps or fillings in teeth;
- to pedal cycle tyres caused by cuts, bursts or punctures;
- caused by wear and tear or loss in value;
- caused by insects, moths, **vermin**, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- happening gradually over a period of time;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- when **your home** is **unfurnished** or **unoccupied**;
- when **your home** or any part of it is lent, let, sublet or lived in only by someone who is not a member of **your family**;
- caused maliciously by **you** or **your family** or by a person lawfully allowed to be in **your home**;
- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- caused by electrical or mechanical breakdown;
- caused by **computer viruses**;
- caused by faulty workmanship or design;

# Section 2

## Contents optional cover - Accidental damage extension

(This section applies only if shown in the schedule)

What is insured	What is not insured
	<ul style="list-style-type: none"><li>• that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs;</li><li>• of data or information arising as a result of any computer data-processing equipment or similar device failing to correctly recognise any date or time;</li><li>• to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time;</li><li>• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your contents</b>;</li><li>• that does not arise from one identifiable event which directly and immediately caused the loss or damage;</li><li>• caused by <b>your</b> power supply being cut off by the supplier;</li><li>• caused by a strike, a lockout or an industrial dispute; or</li><li>• caused by rain or water entering the <b>home</b>, as a result of faulty workmanship, poor maintenance or wear and tear.</li></ul> <p>Any amount over £500, unless <b>we</b> have agreed a higher amount in writing, for damage to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material while they are being handled.</p>

# Section 2

## Contents optional cover - Unspecified personal belongings

(This section applies only if shown in the schedule)

### What is insured

Your or your family's pedal cycles, personal belongings, money and credit cards are covered in the European area. Cover is also provided anywhere else in the world for up to 60 days in any period of insurance.

We treat a pair or set of items as a single item. We treat a bag of golf clubs, whether or not by the same manufacturer, as a set.

#### The causes covered

- Loss of or damage to pedal cycles, personal belongings, money and credit cards.
- Financial loss if your credit card is lost or stolen and someone else uses it.

We will provide this cover only if you:

- report the loss or theft to the local police within 24 hours of discovering the loss or theft;
- immediately report the loss or theft of any credit card to the credit card company; and
- keep to the conditions of the credit card.

#### The most we will pay

- For personal belongings, the most we will pay for any one claim is the maximum claim limit shown in the schedule. The most we will pay for any one item is the maximum claim limit shown in the schedule.
- For money, the most we will pay for any one claim is the maximum claim limit shown in the schedule.
- For credit cards, the most we will pay for any one claim is the maximum claim limit shown in the schedule.
- For records, compact discs, minidiscs, DVDs, cassettes, computer discs and tapes, the most we will pay for any one claim is the maximum claim limit shown in the schedule.
- For mobile phones, the most we will pay for any one claim is the maximum claim limit shown in the schedule.
- For pedal cycles the most we will pay for any one claim is the maximum claim limit shown in the schedule.

### What is not insured

The excess shown in the schedule for every incident.

Loss happening within the home to items which are not high-risk property.

Items used for business and professional purposes unless it is a laptop computer and shown in the schedule.

Any amount above the amount shown in the schedule. Loss or damage:

- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- from wear and tear or loss of value;
- caused by moths, vermin, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- caused by chewing, scratching, tearing or fouling by domestic animals or pets;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to camping equipment;
- to documents and securities such as share or bond certificates;
- to portable televisions, car audio or car audio-visual equipment and car phones;
- to china or glass (except spectacles);
- to contact or corneal lenses;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- to furniture or household goods;
- to trees, shrubs or plants growing in the garden;

# Section 2

## Contents optional cover - Unspecified personal belongings

(This section applies only if shown in the schedule)

### What is insured

### What is not insured

- to animals;
- to **motor vehicles**, trailers, caravans, boats or the accessories or associated equipment belonging to any of these;
- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;
- to pedal cycles **you** do not keep in **your home** when not in use;
- to accessories or removable parts of pedal cycles unless they are lost or damaged at the same time and by the same **incident** as the pedal cycle; or
- to pedal cycle tyres caused by cuts, bursts or punctures.

Loss or damage caused by theft or attempted theft from an unattended **motor vehicle** or where a **motor vehicle** is stolen, unless:

- the item is kept in a locked covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forcible and violent entry took place.

Theft or attempted theft of an unattended pedal cycle away from the **home** unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.

Electrical or mechanical breakdown.

# Section 2

## Contents optional cover - Specified personal belongings

(This section applies only if shown in the schedule)

### What is insured

**Your and your family's** specified **personal belongings** and **high-risk property** (that are individually listed in the **schedule**) are covered in the **European area**. Cover is also provided anywhere else in the world for up to 60 days in any **period of insurance**.

#### The causes covered

Loss or damage, but **we** will pay a claim for loss or theft only if **you** report the loss or theft to the local police within 24 hours of discovering it.

#### The most we will pay

The most **we** will pay for any specified item is the **maximum claim limit** shown in the **schedule** next to each item.

If **you** make a claim, **you** will need to give **us** evidence that **you** own the item **you** are claiming for.

For any specified item **you** may need to provide a valuation, this will be indicated in **your schedule**.

### What is not insured

The **excess** shown in the **schedule** for every **incident**.

Loss or damage:

- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- from wear and tear or loss of value;
- caused by moths, **vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by scratching or denting;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item; or
- caused by chewing, scratching, tearing or fouling by domestic animals or pets.

Loss or damage caused by theft or attempted theft from an unattended **motor vehicle** or where a **motor vehicle** is stolen, unless:

- the item is kept in a locked covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forced and violent entry took place.

Loss or damage to portable computers caused by theft or attempted theft from a motor vehicle between 7pm and 7am.

Items used for business and professional purposes unless it is a laptop computer and shown in the **schedule**.

Electrical or mechanical breakdown.

# Section 2

## Contents optional cover - Specified personal belongings

(This section applies only if shown in the schedule)

### What is insured

**Your and your family's** pedal cycles (listed in the **schedule**) are covered in the **European area**. Cover is also provided anywhere else in the world for up to 60 days in any one **period of insurance**.

#### The causes covered

Loss or damage.

#### The most we will pay

The most **we** will pay for pedal cycles is the amount shown against each cycle in the **schedule**.

### What is not insured

The **excess** shown in the **schedule** for every **incident**.

Theft or attempted theft of an unattended pedal cycle away from the **home** unless the pedal cycle is either:

- in a locked building; or
- secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.

Loss or damage:

- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used or while practising for racing, pacemaking or testing of any kind;
- to pedal cycles **you** do not keep at **home** when not in use;
- to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time and by the same **incident** as the pedal cycle;
- from wear and tear or loss of value;
- caused by moths, **vermin**, parasites, insects, atmospheric conditions, light or other gradual causes;
- caused by scratching or denting; or
- caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle.

Mechanical breakdown.

Cuts, bursts or punctures to tyres.



# Section 3

## Family Legal Expenses Insurance

(This section applies only if shown in the schedule)

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

If You make a valid claim under this insurance, We will appoint Our panel solicitors, or their agents, to handle Your case. You are not covered for any other legal Advisers' fees unless court proceedings are issued or a Conflict of Interest arises. Where, following the start of court proceedings or a Conflict of Interest arising, You want to use an Adviser of Your own choice You will be responsible for any Advisers'

Costs in excess of Our Standard Advisers' Costs

The insurance covers Advisers' Costs up to the Limit of Indemnity where:-

- a) The Insured Incident takes place in the Insured Period and within the Territorial Limits and;
- b) The Legal Action takes place in the Territorial Limits.

### DEFINITIONS

DEFINITIONS	
<b>Advisers' Costs</b>	Reasonable legal or accountancy fees and disbursements incurred by the Adviser with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.
<b>Computer</b>	Any Computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
<b>Conflict of Interest</b>	There is a Conflict of Interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty your Adviser owes, or obligation it has, to any other party
<b>Excess</b>	The amount that You must pay towards the cost of any claim as stated below:- Property section: £250 All other sections Nil
<b>H M Revenue and Customs Full Enquiry</b>	An enquiry under Section 9A of the Taxes Management Act 1970 into Your PAYE income or gains.
<b>Insurance Providers</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
<b>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
<b>Insured Period</b>	One year from the inception or renewal date shown on Your insurance schedule
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions, the defence of criminal prosecutions to do with Your employment and the defence of motor prosecutions.
<b>Limit of Indemnity</b>	The maximum payable in respect of an Insured Incident as stated below: All sections: £50,000
<b>Standard Advisers' costs</b>	The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurance Providers.
<b>You/Your</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Direct Group and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to that person's family members normally resident with them including Your children who may not be resident with You for part of the year due to their attendance at university or college. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

# Section 3

## Family Legal Expenses Insurance

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p><b>Consumer Pursuit</b></p> <p>Advisers' Costs to pursue Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance.</p>	<p><b>Claims</b></p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £125 plus VAT</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>
<p><b>Personal Injury</b></p> <p>Advisers' Costs to pursue claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.</p>	<p><b>Claims</b></p> <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• Arising from stress, psychological or emotional injury</li><li>• Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event</li></ul>
<p><b>Employment Disputes</b></p> <p>Advisers' Costs to pursue an action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your contract of employment.</p>	<p><b>Claims</b></p> <ul style="list-style-type: none"><li>• Where the breach of contract must have occurred at least 90 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began</li><li>• For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)</li><li>• For Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your contract of employment or the costs associated with any compromise agreement</li><li>• Where the breach of contract is alleged to have commenced or to have continued after termination of Your employment</li><li>• For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment</li><li>• For Advisers' Costs awarded by an Employment or Employment Appeals Tribunals that are ordered and agreed to pay</li></ul>
<p><b>Property Infringement</b></p> <p>Advisers' Costs to pursue actions for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main <b>home</b>. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p><b>Claims</b></p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

# Section 3

## Family Legal Expenses Insurance

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p><b>Motor Prosecution Defence</b></p> <p>Advisers' Costs to defend motoring prosecutions in respect of an offence, arising from Your use of a Motor Vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of Us.</p>	<p><b>Claims</b></p> <ul style="list-style-type: none"><li>• For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs</li><li>• For Advisers' Costs where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy</li><li>• parking offences which You do not get points on Your licence for</li></ul>
<p><b>Consumer Defence</b></p> <p>Advisers' Costs to defend Legal Action brought against You following a breach of a contract You have for selling goods for the private and personal use of another person. The contract must have been made after the You first purchased this insurance.</p>	<p><b>Claims</b></p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £125 plus VAT</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>
<p><b>Tax</b></p> <p>Accountancy fees if You are subject to an H M Revenue and Customs Full Enquiry into Your personal Income Tax position.</p> <p>This cover applies only if You have:</p> <ol style="list-style-type: none"><li>Maintained proper, complete, truthful and up to date records</li><li>Made all returns at the due time without having to pay any penalty</li><li>Provided all information that the H M Revenue and Customs reasonably requires</li></ol>	<p><b>Claims</b></p> <ul style="list-style-type: none"><li>• Where deliberate misstatements or omissions have been made to the authorities</li><li>• Where the Special Compliance Officer is investigating Your affairs</li><li>• For accountancy fees which relate to Your business trade or profession</li><li>• In respect of income or gains which have been under-declared because of false representations or statements by You</li><li>• For Advisers' Costs for any amendment after the tax return has initially been submitted to the H M Revenue and Customs.</li><li>• For Advisers' Costs arising after You receive a notice telling You that the enquiry has been completed.</li></ul>

### TELEPHONE SERVICES

#### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to You or any member of Your household.

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 a claim form. If Your problem is not covered under this insurance, the help line may be able to offer You assistance under a private funding arrangement. Simply telephone **0844 770 1040** and quote "**Uinsure Family Legal Expenses Insurance**".

#### Additional Legal Services

In this package Our aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal expenses arising from the sale or purchase of the **home** and re-mortgaging
- Divorce and child custody issues
- Wills and probate

# Section 3

## Family Legal Expenses Insurance

(This section applies only if shown in the **schedule**)

To help You deal with these and other matters which may arise We are able to give You access to discounted legal services provided by Us in partnership with Our panel Solicitors. Our panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If You would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to You. Our panel solicitors will give You a quotation for the likely cost of their representation and it will then be Your decision whether You appoint them to act for You.

### GENERAL EXCLUSIONS

#### 1. There is no cover where:

- The Insured Incident began to start or had started before You bought this insurance
- You should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- A reasonable estimate of Your Advisers' Costs of acting for You is more than the amount in dispute
- You fail to give full information or facts to Us or to the Adviser on a matter material to Your claim
- Something You do or fail to do prejudices Your position or the position of the Insurance Providers in connection with the Legal Action
- Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval
- Where You have other legal expenses insurance cover

#### 2. There is no cover for:

- The Excess
- Advisers' Costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of Advisers' Costs in excess of Our Standard Advisers' Costs where You have decided to use an Adviser of Your own choice.
- Advisers' Costs arising from any private prosecution
- Damages, interest, fines or costs awarded against You in a criminal court.
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against Uinsure, Direct Group, the Insurance Providers, the Adviser or Us
- Any claim You make which is false or fraudulent

- Defending Legal Actions arising from anything You did deliberately or recklessly
- Appeals without the prior written consent of Us
- The costs of any legal representative other than those of the Adviser prior to the issue of court proceedings or a Conflict of Interest arising
- Any costs which You incur and wish to recover which You cannot substantiate with documentary evidence
- Advisers costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims

#### 3. There is no cover for any claim directly or indirectly arising from:

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Computer software other than proprietary packaged software that has not been tailored to Your requirements
- Planning law
- Constructing buildings or altering their structure
- Libel, Slander or verbal injury
- A dispute between You and someone You live with or have lived with
- A lease or licence to use property or land
- A venture for gain by You or Your business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- An application for a judicial review
- Professional Fees incurred in defending or pursuing new areas of law or test cases
- An allegation of miss-selling or mismanagement of financial services or products
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- A manufacturer's warranty or guarantee;
- A dispute between persons insured under this policy.

#### 4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

# Section 3

## Family Legal Expenses Insurance

(This section applies only if shown in the **schedule**)

### CONDITIONS

#### 1. Cancellation

You may cancel this insurance at any time by writing to Uinsure, Customer Services, Quay Point, Lakeside Boulevard, Doncaster DN4 5PL, providing fourteen days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a valid claim against the insurance.

We or Direct Group may cancel the insurance by giving fourteen days notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.

#### 2. Claims

- a) You must notify claims as soon as reasonably possible by telephoning 0844 770 1040 once You become aware of the incident and within no more than 180 days of You becoming aware of the Incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced. We will provide You with a claim form which must be returned promptly with all relevant information.
- b) We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Legal Action.
- c) You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises, and You wish to nominate an Adviser to act for You, You may do so. Where You have elected to use an Adviser of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must:
  - I. Represent You in accordance with Our standard conditions of appointment
  - II. Confirm in writing that he will enable You to comply with his obligations under this insurance.
  - III. Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an Adviser and this nomination shall be binding.
- d) The Adviser will:
  - I. Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
  - II. Keep Us fully advised of all developments and

provide such information as We may require.

- III. Keep Us advised of Advisers' Costs incurred.
  - IV. Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted
  - V. there shall be no further cover for Advisers' Costs unless We agree in Our absolute discretion to allow the case to proceed.
  - VI. Submit bills for assessment or certification by the appropriate body if requested by Us.
  - VII. Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to Advisers' Costs We may require You to change Adviser.
  - f) Insurance Providers shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are reasonable
    - I. prospects of success.
  - g) You shall supply all information requested by the Adviser and Us.
  - h) You are responsible for any Advisers' Costs if You withdraw from the Legal Action without Our prior consent. Any costs already paid under
  - i) this insurance will be reimbursed by You.

#### 10. 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 shall 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.

#### 11. Reasonable Prospects

At any time We may form the view that You do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, We may decline support or any further support. In forming this view We may consider:

- a) The amount of money at stake.
- b) Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.
- d) Whether Your interests could be better achieved in another way.

# Section 3

## Family Legal Expenses Insurance

(This section applies only if shown in the **schedule**)

### 5. English Law

This contract is governed by English Law.

### 6. Language

The language for contractual terms and communication will be English.

## CUSTOMER SERVICES INFORMATION

### HOW TO MAKE A CLAIM

As soon as You have a legal problem that You may require assistance with under this insurance You should telephone the legal helpline.

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 legal helpline.

### Data Protection Act

Your details and details of Your insurance cover and claims will be held by Us and or the Insurance Providers for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### Customer Service

Our aim is 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 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.

### Our contact details are:

Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Telephone: 0844 770 9000  
Email: [enquiries@arclegal.co.uk](mailto:enquiries@arclegal.co.uk)

### The Financial Ombudsman Service contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9GE

Telephone: 0845 080 1800  
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 Arc Legal or Inter Partner Assistance cannot meet their 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 020 7892 7300.

### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FCA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FCA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Conduct Authority here in the UK. Their FCA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

### IPA address details are:

Inter Partner Assistance The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR

Registered Branch No: FC008998

# Section 4

## Home Emergency Insurance

(This section applies only if shown in the schedule)

Thank you for taking out a policy with Aria Insurance Services Limited and choosing Us for Your Home Emergency Insurance

As long as you have paid the premium, Aria Insurance Services Limited will provide the services and benefits described in this Policy:

- during the Period of Insurance
- within the Geographical Limits

We will provide the services and benefits on the basis of the details You have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which We recommend You read carefully, to ensure this Policy meets Your individual requirements.

This policy is underwritten by Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. This policy is administered by Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL on behalf of the insurer. This insurance is effected in England and is subject to the Laws of England and Wales. Aria Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.

The above details can be checked on the Financial Services Register at <http://www.fsa.gov.uk/register/home>

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

### THE AIMS OF THIS INSURANCE

This insurance is a Home Emergency Policy and not a Household Buildings or /Contents Policy. It should complement Your household insurance policies, and provide benefits and services which are not normally available under these policies. You should have taken out, and keep in force, a Buildings Insurance Policy covering Your Home.

This Insurance is not a maintenance contract nor does it cover normal day-to-day Home maintenance which You should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers. The Home must be in a good state of repair for cover to be valid.

What We undertake to do is provide rapid, expert help if You suffer a Home Emergency arising from an incident covered under the policy. We will arrange for one of Our Approved Contractors on Our nationwide list of authorised tradesmen to attend and take action to stabilise the situation and remove the emergency.

**Cooling Off Period:** If, when reading Your policy, You decide that it does not meet Your requirements, please return the policy and Certificate within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and We will recover from You any payments We have made.

### DEFINITIONS

<b>Administrator</b>	Direct Group Limited, Quay Point, Lakeside Boulevard, Doncaster, DN4 5PL who administer this insurance on Our behalf
<b>Emergency Repairs</b>	Work undertaken by a Repairer to resolve the Home Emergency by completing a temporary repair, which will resolve the emergency but will need to be replaced by a permanent repair to put right the damage caused to the property by the emergency. A permanent repair will be carried out only if it can be undertaken on the first visit and would cost no more than a temporary repair.
<b>Geographical Limits</b>	The mainland of Great Britain plus the Isle of Wight and Northern Ireland.
<b>Home</b>	Your principle Residence used for domestic purposes including any part of the Residence used for business purposes (providing no more than half of the rooms in total are used for this purpose).
<b>Home Emergency</b>	A sudden unexpected event occurring during the Period of Insurance involving Your Home, which in Our opinion, exposes the Insured Persons or a third party to a risk to their health, or necessitates immediate remedial action to render the Home safe or secure, and avoid damage or further damage, or restoration of the Main Services.
<b>Insured Person(s) or You/ Your</b>	The person named on the Policy Schedule, together with the members of Your household normally residing with You. In Your absence on a trip away from Home, the person duly authorised by You as the keyholder responsible for the Home.

# Section 4

## Home Emergency Insurance

(This section applies only if shown in the schedule)

DEFINITIONS	
<b>Mains Services</b>	Mains drainage to the boundaries of the Home, water, electricity and gas within the Home.
<b>Monthly Premium</b>	The premium shown on your Policy Schedule that you pay by monthly Direct Debits to have this insurance.
<b>Period of Insurance</b>	The period commencing from the start date shown on the Policy Schedule which shall be at least 48 hours following the date the Policyholder first applied and the application was accepted for cover, for a period of no less than one calendar month for which the Administrator has received your monthly premium as shown in the Policy Schedule.
<b>Policy Schedule</b>	The schedule accompanying and forming part of this policy which sets out details of the cover selected by You.
<b>Repairer</b>	A tradesman approved and authorised by Us in advance to carry out repairs
<b>Residence</b>	<p>The house, bungalow or self contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in Your schedule, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, concrete or other non-combustible materials</p> <p>This excludes bed-sits or properties with multiple occupation/ residential or nursing homes</p>
<b>Unoccupied</b>	Not been lived in by You or Your Family, or any other person with Your permission
<b>We, Our or Us</b>	Aria Assistance, a trading style of Aria Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

### WHAT IS COVERED

If a Home Emergency occurs, We will arrange for a Repairer to assess the situation and carry out Emergency Repairs in the event of:

1. Burst pipes or sudden leakage likely to cause damage to the Home or its contents.
2. Accidental Damage, Break-in or Vandalism to external locks, doors or windows which compromises the security of the Home.  
In the case of Break-in or Vandalism, you must report the incident to the Police and obtain a crime number for further reference.
3. Pest Infestation meaning the removal of wasp nests, field and house mice and brown rats within the insured property.
4. Failure of Your domestic cold water mains supply, gas supply, electricity (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of Your domestic hot water heating that is likely to cause internal water damage.
5. A leakage caused by a smashed toilet bowl or cistern. Breakage of the cistern internal mechanism which prevents flushing and creates an emergency as there is no other toilet in the Home.
6. Lost Key where the only available key to the Home has been lost, in order to gain normal access to the Home.
7. In the event of Your Home becoming uninhabitable as a consequence of a Home Emergency and remaining so overnight, We will, subject to Our prior agreement, pay up to £250 (including VAT) in total for alternative accommodation for You.



# Section 4

## Home Emergency Insurance

(This section applies only if shown in the **schedule**)

For each claim, We will pay under this Policy a maximum of £300 (inclusive of VAT), for Emergency Repairs (or a permanent repair if it is a similar cost) to stabilise the situation and remove the Home Emergency or to restore the normal operation of services, comprising call-out, labour, parts and / or materials.

Within any one Period of Insurance, the maximum We will pay under this Policy will be £1,500 (including VAT).

### REQUESTING ASSISTANCE

First check the circumstances are covered.

Having done this telephone Aria Assistance immediately stating Your Policy Number, on: **0844 338 5529**

**MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES.**

**SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID UK ON 0800 111 999.**

# Section 4

## Home Emergency Insurance

(This section applies only if shown in the **schedule**)

### WHAT IS NOT COVERED

1. An Emergency which happens before the Period of Insurance starts or within 28 days of the date of first purchase of this policy.
2. Normal day-to-day Home maintenance which You should carry out or pay for, such as the items listed below, which tend to gradually wear out over a period of time, or need periodic attention. We would not consider the following as constituting a covered Home emergency:
  - 2.1. dripping taps.
  - 2.2. burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
  - 2.3. slow seepage from joints or gaskets which does not involve a sudden escape of water.
  - 2.4. The results of hard water scaling deposits.
  - 2.5. leaking overflows.
  - 2.6. blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.
  - 2.7. blocked or misaligned guttering.
  - 2.8. damage to boundary walls, hedges, fences and gates.
  - 2.9. malfunctioning or blockage of septic tanks.

Please note that the above list (which is not exhaustive) shows specific examples of normal maintenance to indicate the type of problem not covered.

3. The following incidents or circumstances are excluded:
  - 3.1. failure of any part of a central heating system or a warm air unit. However, this exclusion shall not apply to burst pipes or sudden leakage likely to cause damage to the Home or its contents.
  - 3.2. air locks or water hammer in central heating piping or radiators.
  - 3.3. breakage of internal glass or of any basin, bath, bidet or shower base.
  - 3.4. failure of any services where the problem is situated outside the boundary of the plot of land on which Your Home is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.
  - 3.5. the cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the fabric of the Home.
  - 3.6. damage incurred in gaining necessary access.
  - 3.7. any water pressure adjustments or failure caused through scale or sludge.
  - 3.8. breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Please also refer to the **General Exclusions**.

### GENERAL CONDITIONS

1. You must answer all questions about this policy honestly and fully at all times. you must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid.
2. You should carry out or arrange for normal continuous maintenance of Your Home and on the systems servicing the Home and You must take all reasonable steps to avoid or minimise any claim.
3. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
4. Your full compliance with the terms and conditions of this Policy is necessary before a claim will be paid.
5. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this Policy all benefit and any premium paid shall be forfeited.
6. We will be entitled, if We so desire, to prosecute, in Your name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by Us under this Policy. We shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to Us.
7. You must notify Us immediately a claim occurs, if for any reason We authorise You to use a contractor appointed by yourself You should obtain an estimate for the work and contact Us for authorisation to continue. You must then at

# Section 4

## Home Emergency Insurance

(This section applies only if shown in the **schedule**)

Your own expense supply Us with a written statement and other supporting documentation that We may require to substantiate Your claim within 28 days.

8. If there is any dispute about the Policy interpretation, or if We have accepted a claim but there is a disagreement over the amount We will pay We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown under the Customer Satisfaction section. Using this Service will not affect Your legal rights.
9. You and We are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply
10. You must promptly pay Us or the Approved Contractor for all work authorised by You which is not covered under this insurance policy.
11. If You intend to leave Your Home Unoccupied when cold weather is normally expected, You must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

### GENERAL EXCLUSIONS

1. Any loss or damage arising from faults, damage or festation that You were aware of at the time You entered into this contract.
2. Any costs incurred when You have not notified Us and obtained Our prior authorisation.
3. Damage to Home contents or damage incurred in gaining necessary access or the cost of effecting permanent repairs once the Home Emergency has been resolved, including any redecoration or making good the fabric of the Home
4. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
5. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this Policy).
6. Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by Our Repairer to ensure that the original fault has received a permanent repair.
7. Any defect, damage or failure caused by a malicious or willful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
8. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
9. Loss or destruction of or damage or any loss or expense whatsoever resulting from:
  - a) ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.

# Section 4

## Home Emergency Insurance

(This section applies only if shown in the **schedule**)

- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances..
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this Policy.
  11. Any legal liability, direct or indirect loss arising from the provision of, or any delay in providing the services to which this policy relates, unless negligence on Our part can be demonstrated. An example of this would be lost wages in the event of a Repairer being unable to honour a pre-booked appointment in the event of Home Emergency.
  12. Costs associated with any other property or communal/shared areas if Your Home is in a multiple -occupancy or multiple- usage block or building.
  13. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
  14. Any claim when the Home has been left Unoccupied for 30 consecutive days or more.
  15. any loss, injury, damage or legal liability arising directly or indirectly from:
    - a) the failure of any computer or electrical component to recognise correctly any date and its true calendar date
    - b) computer viruses
  16. Costs incurred where no fault is found.

### COMPLAINTS PROCESS

If you have any concerns regarding the sale of your policy please contact The Compliance Officer, Uinsure Ltd, Lowry House, 17 Marble Street, Manchester, M2 3AW or phone 0844 844 3844.

Our Promise of Service: We aim to provide a first class service at all times. However, If You have a complaint You should contact Us in the first instance at:

Quality Department, Aria Assistance, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN.

Alternatively telephone Us on 0844 338 5799 or email Us at [quality@aria-assistance.co.uk](mailto:quality@aria-assistance.co.uk).

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London, E14 9GE. Telephone: 0800 0234 567 or 0300 1239 123. Please note that if You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case. Your legal rights are not affected.

# Section 4

## Home Emergency Insurance

(This section applies only if shown in the **schedule**)

### CANCELLATION PROVISIONS

#### Right to return the insurance document

You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is the later. In order to cancel, please contact Direct Group Limited, who will then refund to You any premium You have paid. We will recover from You any payments We have made.

#### Cancellation by the Insured Person

If You subsequently give notice in writing or by telephone to Direct Group Limited to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

#### Cancellation by Us

If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Insurance by giving You 14 days written notice of cancellation to the last address You provided Us with. Examples of when We might do this includes You not paying a Premium installment when due, Us discovering that Your property is no longer eligible for cover, etc

#### Premium position upon cancellation by Us:

If premium has been paid for any period beyond the date of cancellation by Us, We will refund the relevant pro-rata portion of the premium to You or Your estate. If however, an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

#### Effective time of cancellation

This policy shall cease at 00.01 hours Greenwich Mean Time on the day following the last day of the Period of Insurance for which premium has been paid.

### DATA PROTECTION

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form.

Enquiries in relation to data held by Aria Insurance Services Limited should be directed to the Customer Contact Centre Manager, Aria Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

### FINANCIAL SERVICES COMPENSATION SCHEME

Aria Insurance Services Limited and Great Lakes Reinsurance (UK) PLC are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website.

# Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information. **You** should also show it to anyone else insured under **your** policy. It explains how **we** use all the information **we** have about **you** and the other people insured under **your** policy.

## Sensitive Information

Some of the personal information that **we** ask **you** to provide is known as “sensitive personal data”. This will include information relating to health issues and any criminal convictions. **We** need to use sensitive personal data to provide **you** with quotes, arrange and manage **your** policy and to provide the services described in **your** policy documents (such as dealing with claims).

## How we use your personal information

**We** will use **your** personal information to arrange and manage **your** insurance policy, including handling claims and issuing renewal documents and information to **you** or **your** insurance adviser. **We** will also use **your** information to assess **your** insurance application and provide information to credit reference agencies.

**We** may have to share **your** personal information with other insurers, regulatory authorities, **our** business partners or agents providing services on **our** behalf.

**We** will share **your** personal information with others:

- if **we** need to do this to manage **your** policy with **us** including settling claims;
- to assess **your** application and arrange **your** policy;
- to prevent or detect crime including fraud (see below);
- if **we** are required or permitted to do this by law (for example, if **we** receive a legitimate request from the police or another authority); and/or
- if **you** have given **us** permission.

## Preventing and detecting crime

**We** may use **your** personal information to prevent crime. In order to prevent crime **we** may:

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies; if false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and **money** laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by the Data Protection Officer at the address set out below; and/or

- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass **your** personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any **incident** (such as an accident, theft or loss) to the operators of these registers.

## Dealing with others on your behalf

To help **you** manage **your** insurance policy, subject to answering security questions, **we** will deal with **you** or **your** husband, wife or partner or any other person whom **we** reasonably believe to be acting for **you** if they call **us** on **your** behalf in connection with **your** policy or a claim relating to **your** policy. For **your** protection only **you** can cancel **your** policy or change the contact address.

## Marketing

**We** may use **your** personal information and information about **your** use of **our** products and services to carry out research and analysis.

**We** will only use **your** personal information to market **our** products and services to **you** if **you** agree to this.

## Monitoring and recording

**We** may record or monitor calls for training purposes, to improve the quality of **our** service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

## Further information

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Uninsure Data Protection Officer at Lowry House, 17 Marble Street, Manchester, M2 3AW. If **you** would like to receive a copy of the information **we** hold about **you** please contact **our** Data Protection Officer, giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

# What to do if you have a complaint

Should there ever be an occasion where **you** need to complain, **we** will sort this out as quickly and fairly as possible.

If your complaint is about the way your policy was sold to you, please contact your insurance agent to report your complaint.

If you have a complaint regarding your claim, in the first instance please contact your claims handler whose details will be shown in your claims documentation.

## If you have an unresolved issue

You can write to us at the address below (please include your policy number and claim number if appropriate).

Customer Services,  
Uinsure,  
Direct Group,  
Quay Point,  
Lakeside Boulevard,  
Doncaster,  
DN4 5PL

Unless your complaint relates to Section 3 – **Family Legal Expenses**, in which case please contact the Customer Services Advisor at Arc Legal Assistance Ltd, Lodge House, Lodge Lane, Langham, Colchester, CO4 5NE;

or

Section 4 – **Home Emergency Insurance**, in which case please contact the the Quality Department of Europ Assistance Holdings Limited at Sussex House, Perry Mount Road, Haywards Heath, West Sussex, RH16 1DN

## Service standards

**We** will try to resolve **your** complaint by the end of the next working day. If **we** are unable to do this, **we** will write to **you** within five working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response. **We** will also let **you** know who is dealing with the matter.

**We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

## Financial Ombudsman Service

If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

**You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied

with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

**You** can contact the Financial Ombudsman Service at the address below, however, they will only consider **your** complaint once you've tried to resolve it with **us**.

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9GE

Using this complaints procedure will not affect **your** legal rights.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services compensation Scheme (FSCS). If **we** cannot meet **our** obligations **you** may be entitled to compensation under the scheme. For this type of policy the scheme covers at least 90% of any claim with no upper limit.

For further information see [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 020 7741 4100.

