



select & protect

The smart choice for Home Insurance

# Home Insurance

## Policy Wording

This version of the policy wording is effective from May 2018  
and will apply to customers whose policy number starts “SPH/...”.  
Your policy number can be found on your welcome letter or policy schedule.

# Getting in touch

Email us at: [customer.service@select-protect.co.uk](mailto:customer.service@select-protect.co.uk)

Write to us at:

The Customer Service Team  
Select & Protect  
PO Box 5730  
Southend-on-Sea  
SS1 2ZT

Or call us using the details shown below:

**General enquiries** including making a change to **your** policy or in the event of a complaint:

**0345 345 6800**

Lines are open between 8am and 6pm, Monday to Friday and between 9am and 2pm on Saturday.

Making a **Home insurance claim**?

From 1st December 2015 **your** policy underwriter will be handling all new claims. Please refer to **your** Schedule of **Insurance** for this information and call them directly on the number shown below. If **your** underwriter is:

- **Ageas or Optima**, please call 0370 241 2719 (24 hours a day, 365 days a year)

- **Aviva**, please call 0800 012 345 (24 hours a day, 365 days a year)

- **Covéa Insurance**, please call 0330 024 2255 (24 hours a day, 365 days a year)

- **Royal & Sun Alliance**, please call 0121 275 2691 (24 hours a day, 365 days a year)

To make a **Legal Expenses claim**:

**0344 893 9011**

Lines are open 24 hours a day, 365 days a year.

To make a **Home Emergency claim**:

**0800 731 6549**

Lines are open 24 hours a day, 365 days a year

03 numbers are charged at national call rates and included in inclusive minute plans from landlines and mobiles. All phone calls may be monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

# Welcome to your Home Insurance

## Thank you for taking out Select & Protect Home Insurance!

**We** want **you** to understand **your** home insurance policy and **we** therefore strongly recommend that **you** read this policy booklet along with **your** policy schedule, to make sure **you** understand what it covers and the limits that apply. Please contact **our** knowledgeable and friendly staff if **you** have any queries at any time during **your** relationship with Select & Protect - **you** will find **our** contact details on page 1 of this policy booklet.

This policy is divided into sections. Sections 3 to 12 describe options (areas of cover) which can be selected or deselected by **you**. There are a number of 'covers' within each of these options, showing the causes of damage against which the policy provides cover (where the relevant option is selected by **you**).

So, for example, if **you** have **garden** related items at **your** home that are important to **you**, **you** can choose to protect these by selecting the **Garden** option with the appropriate level of cover to meet **your** circumstances. However, the choice is **yours** and **you** do not need to pay for this cover if **you** have no **garden** or just don't want this cover.

**You** can add or remove options from **your** policy, or change the level of cover under those options, at any time during **your insurance period** by using the contact details shown on page 1 of this policy booklet. **We** strongly recommend that **you** review **your** level of cover, at least annually.

All sections of the policy have limits defining the maximum that **you** can claim and these limits are shown within the relevant section of this policy booklet. For convenience, they are also summarised in section 16 of this policy booklet.

It is very important that **you** have sufficient cover since being under-insured could affect any settlement that **you** receive in the event of a claim. This applies at the start and throughout the period of cover, so for example, if **you** obtain additional items that **you** would like to be covered, **you** must let **us** know so **we** can help ensure that you're properly covered (see 'Information and Changes **we** need to know about' from page 63).

Please remember that **your** policy is intended to cover **you** against unforeseen events like fire or theft occurring whilst **you** have this policy in force and there are some things that it does not cover, such as damage by frost, damp, insects or vermin, damage which happens gradually over a period of time (such as 'wear & tear' and rot) and damage which happened before the policy started. Please also remember that it is important that **you** regularly maintain **your** property, keeping it in good condition and in good repair, taking reasonable care to prevent loss and damage. **You** will find more detail within this policy booklet.

## Cover Areas

Each of the areas of cover described below is optional and is described in a section of this policy booklet, where **you** will see the extent of the cover and any limits that apply. The sections that **you** have selected will be shown in **your** policy schedule - if **you** have any questions, give **us** a call or send an e-mail and **we** will be pleased to help. Remember, **you** can change the sections covered under **your** policy to meet **your** evolving needs at any time by giving **us** a call.

### **Buildings (see Section 3)**

Where this option is selected by **you**, **we** will cover the **buildings** of **your** home and other permanent structures on **your** land such as garages and outbuildings, drives, walls, fences and gates against damage by fire, flood, subsidence and other causes described in section 3. **You** must select either this **buildings** cover option or the Core-contents cover option, or both.

### **Core-Contents (see Section 5)**

Where this option is selected, **we** will provide cover for defined 'Core-contents' against loss or damage by fire, flood, storm, theft, escape of water and other causes described in section 5, whilst the items are in **your** home. Note that this option does not provide cover for items more specifically covered in other options, such as personal items, technology & entertainment equipment or pedal cycles.

**You** must select either this Core-contents cover option or the **buildings** cover option, or both.

### **Accidental Damage to Buildings (see Section 4) and**

### **Accidental Damage to Core-Contents (see Section 6)**

**Accidental damage** cover should be added to the **buildings** and/or Core-contents sections if **you** want **us** to be able to help in the event that damage is caused accidentally in addition to the causes described in sections 3 and 5.

**Accidental damage** cover can only be selected alongside the associated **buildings** or Core-contents option.

### **Personal Items (see Section 7)**

From **your** glasses, jewellery and watch to cash and travel tickets, make sure **you** have enough cover for all **your** personal items, whether **you** are at home or out and about. This option can only be selected alongside the Core-contents cover option.

## **Technology and Entertainment (see Section 8)**

If **you** have got electrical items like TV's, cameras and computers, make sure they are covered against **accidental damage** and loss, both inside and outside **your** home.

This option can only be selected alongside the Core-contents cover option.

## **Garden (see Section 9)**

Protect **your** plants, **garden** furniture, lawns and tools. **We** will even re-landscape **your garden** should emergency services ever damage it.

This option can only be selected alongside the Core-contents cover option.

## **Pedal Cycles (see Section 10)**

Make sure **you** have enough cover for **your** pedal cycles whether they are at home or out and about.

This option can only be selected alongside the Core-contents cover option.

## **Home Emergency (see Section 11)**

This option is designed to provide **you** with assistance in a variety of home emergency circumstances such as a burst pipe, a blocked drain or the failure of **your** heating system.

## **Legal Expenses (see Section 12)**

Select this option if **you** would like protection from the costs of litigation arising from a number of different scenarios. With this option **you** also get access to plenty of useful legal advice and guidance for dealing with personal legal issues.

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## Section 2: Understanding and using the policy

### The Policy documents

This policy is a legal contract between **you** and **us**. The policy is in two parts – the policy wording in this policy booklet and the policy schedule.

The policy wording explains what is, and what is not covered within each of the sections, how claims are settled and other important information. The schedule shows which options of the policy have been selected by **you**, the limit of **our** liability under each section (see 'What are the limits of **our** liability' on page 9) and the premium payable by **you**. **We** suggest that **you** keep the schedule and the policy wording together for reference.

Some words and phrases used in this policy have a special meaning which for clarity, are defined in this policy booklet. Whenever a word with a special meaning is used in the policy it will be printed in bold type.

There are conditions of the insurance that **you** and/or **your family** will need to meet as part of this contract and these are described in this policy booklet. Please take the opportunity to read the policy conditions.

A new policy schedule will be sent to **you** each year before renewal so **you** can check that the cover still meets **your** needs. **We** recommend that **you** review whether **you** have the right amount of cover at least annually - please contact **us** using the contact details on page 1 of this policy booklet if **you** would like any help with this. A new schedule will be sent to **you** whenever a change is made to the insurance.

**Customers with disabilities:** This policy booklet and other associated documents are also available in large print, audio and Braille. If **you** require any of these formats, in the first instance, use the contact details at the front of this policy booklet.

### The Insurance Contract

The policy documents described above form **your** contract with the Insurer(s) named on **your** policy schedule ('us'). A separate agreement exists between **you** and the insurance administrator, Select & Protect, in connection with the policy administration services that they provide to **you** and the associated **policy administration fee** is shown on **your** policy schedule, separate to the **insurance premium**.

For convenience, the **insurance premium** and the **policy administration fee** will together make up the single annual payment shown on **your** policy schedule. If **you** choose to pay this on a monthly basis through a premium finance arrangement, **your** contract with the provider of the premium finance will be separate to the contract described here, although **we** reserve the right to terminate the policy in the event that there is a default in instalment payments due under any supporting loan agreement.

**Our** part of the contract is that **we** will provide the cover set out in this policy wording:

- for those options which are shown on the policy schedule;
- during the **insurance period** set out on the policy schedule.

**Your** part of the contract is that **you** must:

- pay the **insurance premium** as shown on the policy schedule for each **insurance period**;
- comply with all the conditions set out in this policy.
- take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and when **you** make changes to **your** policy . If the information provided by **you** is not complete and accurate, there are a number of possible consequences. For example **we** may cancel **your** policy and refuse to pay any claim, or not pay any claim in full, or revise the Premium and/or **excess** (the first part of any claim that **you** must pay), or the extent of the cover may be affected.
- advise **us** of changes that may arise throughout the period of cover (see “Information and Changes **we** need to know about” on page 63). When **we** are notified of a change, **you** will be told if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or Premium being applied to **your** policy.

If **your** part of the contract is not met, **we** may turn down a claim or increase the premium, or **you** may find that **you** do not have any cover. If **you** are in any doubt, please ask, using the contact details on page 1 of this policy booklet.

For **your** protection, each of the insurers underwriting this policy are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if the insurers cannot meet their obligations, depending on the circumstances of **your** claim. Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. **We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live. This policy has been issued in the United Kingdom.

## Changing your mind

Once **you** receive the policy schedule (or once cover under this policy has started, if this is later), **you** have 14 days to make sure the cover is exactly what **you** need. If it isn't, or if **you** have any queries, please contact **us** as **we** will be happy to explain and/or to make changes to meet **your** needs. Alternatively, **you**



have the statutory right to ask for the policy to be cancelled and **you** will receive a full refund of premium as long as no claim has been made.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force until the renewal date and **you** will be required to pay the premium as stated. **We** will write to **you** at least 21 days before each renewal date to advise **you** if **we** are able to continue cover for a further year.

See 'Cancelling the Policy' on page 65 for information on how to cancel the policy after this 14 day period has expired.

## What are my responsibilities?

The policy does not cover wear and tear, repairs and work necessary to maintain the home or contents in a good condition, or damage through causes that operate gradually. **You** will need to be reasonably vigilant and maintain **your** property in a good state of repair. For example, the policy does not provide cover for damage caused by the lack of, or the poor condition of, appropriate grout and/or sealant around a bath, sink or shower fitting.

**You** must take reasonable care to avoid the need to claim and the policy does not cover damage or loss due to a lack of reasonable care on **your** part. For example, the policy does not normally provide cover for damage caused by water overflowing from a sink or bath due to taps being left on, unattended.

Claims should be made promptly after **you** become aware of damage or loss (or in the event of a potential claim under section 11, Legal Expenses, where this option has been selected by **you**, promptly after becoming aware of **your** need for legal assistance).

Where **you** have selected one or more of the sections listed below, **you** will need to make sure that the amounts insured, as shown on the policy schedule for each of those sections, are adequate and are kept up to date as changes to **your** property occur. For example, if the Personal Items option is chosen, remember to consider whether the limit of liability needs to be increased when **you** buy new a new watch or item of jewellery. The limits of **our** liability under this policy are not automatically 'index linked' to keep track with inflation.

The sections under which **you** are responsible for ensuring the sums insured are adequate are:

- Section 3 - Buildings option (and Section 4 - Buildings **Accidental Damage** option)
- Section 5 - Core-contents option (and Section 6 - Core-contents **Accidental Damage** option)
- Section 7 - Personal Items option
- Section 8 - Technology & Entertainment option
- Section 9 - **Garden** option
- Section 10 - Pedal Cycles option

**Important:** **You** do not have to select cover under any option within this policy (other than either of sections 3 or 5), but **you** must cover the full replacement value of all items protected under the options that **you** have selected.

**You** should also be aware of any single article limits within each section that **you** have selected and the limits applying to unspecified items under Section 5 (Core-contents), Section 7 (Personal Items) and Section 10 (Pedal Cycles). These policy limits are summarised in Section 16.

In the event of a claim, it is **your** responsibility to demonstrate that loss or damage has occurred and to demonstrate the extent of that loss, although this does not apply to the Home Emergency and Legal Expenses options (sections 11 and 12) where these options have been selected by **you**. **We** recommend that **you** safely keep items such as receipts, valuations, photographs, instruction booklets and guarantee cards which may help with **your** claim.

Not meeting these responsibilities could affect the outcome of any claim that **you** make.

## What are the limits of our liability?

On **your** Policy Schedule, **you** will see the limits of **our** liability for each option that **you** have selected - this is the most that **we** will pay in the event of a claim under that option.

It is important that **you** check that this is adequate to replace all of **your** property which is covered by that section of the policy. For example, if **you** select the Technology and Entertainment option, **you** should add up the cost of replacing all of the items that are covered under that section and ensure **you** have selected a limit of liability that would allow all of these to be replaced in the event of a complete loss; for example if the worst were to happen and there was a major fire at **your** home.

Having an inadequate limit of liability (being 'under-insured') could affect any settlement that **you** receive in the event of a claim. This applies at the start and throughout the period of cover, so **we** recommend that **you** review this at least annually.

## Before a loss, how do I check if my policy provides cover?

### Sections 3-10:

- i) Look at the index of items (Section 18, from page 78) which will tell **you** which option applies.
- ii) Check **your** policy schedule to see if **you** have selected the relevant option.
- iii) Look at the cover included in the option - the first column tells **you** what is included. Opposite it tells **you** what is not included.
- iv) Finally, check any limits that might apply (see section 16, from page 74).

### **Section 11 - Home Emergency:**

- i) Check **your** policy schedule to see if **you** have selected this option.
- ii) Consider whether the circumstance is a 'home emergency' as described in this section
- iii) Consider whether the emergency arises as a result of one of the 'insured incidents' described in this section

### **Section 12 - Legal Expenses**

- i) Check **your** policy schedule to see if **you** have selected this option.
- ii) Read the text following the heading "Help with **your** legal problems"

## **I think I need to claim. How do I check if help is available?**

### **Section 3-10:**

Follow steps shown above to see if the policy provides cover, then:

- a) Determine what caused the loss or damage.
- b) Look in the relevant section(s) of the policy to see what is and is not covered.
- c) Read the policy conditions and exclusions (from page 61), and the claims conditions (page 66).
- d) Finally, read 'How we settle claims' (from page 68),

### **Section 11 - Home Emergency:**

Follow the steps (i) to (iii) of the Home Emergency section above, remembering that this section of the policy covers **you** against sudden, unexpected emergencies to **your** home which require immediate corrective action to prevent damage or further damage to **your** home, to make **your** home safe or secure or to relieve unreasonable discomfort, risk or difficulty to **you** and **your family**.

Please note that if the service **you** need is not provided under the terms of this policy, **we** will try (if **you** wish) to arrange the service at **your** expense.

### **Section 12 - Legal Expenses:**

Follow the steps (i) and (ii) of the Legal Expenses section above. If **you** have a personal legal problem, please telephone the helpline and speak to one of **our** legal teams (contact details can be found on page 1). They will ask **you** about **your** legal issue and if necessary, call **you** back to give **you** legal advice.

Often, taking advice early can avoid or prevent the dispute from escalating as **we** will try to help **you** to avoid the need for litigation and a claim on the policy.

Remember that **you** are able to seek legal advice on matters that are not covered by the policy, such as family law.

## Section 3: Buildings Option

This section sets out the cover provided for **buildings** where it is shown on the policy schedule that this option has been selected by **you**.

Note: Please remember that the **Buildings** option does not include items covered under any other option, including the **garden** option.

PROPERTY INSURED	PROPERTY NOT INSURED
<p>There are 2 parts to the <b>buildings</b>, part a) and part b) as described below:</p> <p>a) the home in which <b>you</b> live including its detached annexes, outbuildings, garages, sheds and greenhouses, all at the address shown on the policy schedule;</p> <p>b) the drives, walls, patios, paved terraces, footpaths, tennis courts, fixtures, fittings, fences and gates, plus statues, pergolas, gazebos, garden-ponds, swimming pools and fountains that are all permanently fixed into the ground, all belonging to the home in which <b>you</b> live at the address shown on the policy schedule.</p>	<p>Items covered under other options, with the exception of the <b>Buildings Accidental Damage</b> option.</p> <p>Aerials or satellite receiving equipment (although this is included in the technology and entertainment option, where selected).</p> <p>Any home used for any trade, professional or business purposes unless;</p> <ul style="list-style-type: none"> <li>• the trade, professional or business use is purely clerical in nature; and</li> <li>• <b>you</b> do not have staff employed to work from the home; and</li> <li>• <b>you</b> do not have any visitors to the home in connection with <b>your</b> trade, profession or business; and</li> <li>• <b>you</b> do not keep any business money or stock in the home.</li> </ul> <p>Mobile homes.</p>
COVER	EXCLUSIONS
<p>Physical damage to the <b>buildings</b> (parts a and b) caused by the following:</p>	<p>The <b>excess</b>, noting that:</p> <ul style="list-style-type: none"> <li>• The <b>excess</b> applying to covers 1-5, 7-9, 13 and 14 within this <b>Buildings</b> option is shown on the policy schedule.</li> <li>• The <b>excess</b> applying to cover 6 within this <b>Buildings</b> option is £1,000 unless shown otherwise on the policy schedule.</li> <li>• The <b>excess</b> applying to cover 12 within this <b>Buildings</b> option is £250 unless shown otherwise on the policy schedule.</li> </ul> <p>Any amount exceeding the limit of liability shown on the policy schedule and limits shown in section 16 of this policy booklet.</p> <p>Loss or damage due to any gradually operating cause including wet or dry rot.</p>

	<p>Damage while part a) of the <b>buildings</b> (see above for definition):</p> <ul style="list-style-type: none"> <li>• is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days. This applies to covers 4, 5, 12 and 13;</li> <li>• is lent, let or sub-let to anyone other than <b>your family</b> unless force and violence has been used to get into or out of the home. This applies to covers 4 and 5.</li> </ul> <p>Please also see Section 13 of this policy booklet (from page 61).</p>
<p>1. Fire, lightning, explosion, earthquake or smoke</p>	<p>Damage by smoke from air pollution, singeing or scorching.</p>
<p>2. Storm or flood.</p>	<p>Damage caused by:</p> <ul style="list-style-type: none"> <li>• frost;</li> <li>• damage caused by a rise in the water table (the level below which is completely saturated with water)</li> </ul> <p>Damage to fences or gates.</p>
<p>3. Riot, civil commotion.</p>	<p>Damage not reported to police within 7 days of being caused.</p>
<p>4. Malicious acts or vandalism.</p>	<p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Loss or damage caused by <b>you, your family</b> or anyone lawfully on <b>your</b> premises.</p>
<p>5. Theft or attempted theft.</p>	<p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Loss or damage caused by <b>you, your family</b> or anyone lawfully on <b>your</b> premises.</p>

<p>6. Subsidence or heave of the site on which the <b>buildings</b> stand or of land belonging to it, or land-slip.</p> <p>Note: Subsidence means downward movement of the site on which the <b>buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.</p> <p>Heave means upward and/or lateral movement of the site on which the <b>buildings</b> stand or of land belonging to it, caused by swelling of the ground.</p> <p>Land-slip means the downward movement of sloping ground.</p>	<p>The <b>excess</b> applying to this cover is £1,000 unless shown otherwise on the policy schedule.</p> <p>Damage to part b) of the <b>buildings</b> (see page 11 for definition) unless part a) is damaged by the same cause and at the same time.</p> <p>Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of part a) of the <b>buildings</b> (see page 11 for definition) are damaged by the same cause and at the same time.</p> <ul style="list-style-type: none"> <li>• Damage caused by: structures bedding down or settlement of newly made up ground;</li> <li>• foundations that do not meet the building standards which applied at the time of construction</li> <li>• the coast or a riverbank being worn away;</li> <li>• from demolition, alteration or repair to the home;</li> <li>• from poor or faulty design, workmanship or materials;</li> <li>• sulphate reacting with any materials from which any part of the <b>buildings</b> is constructed.</li> </ul> <p>Damage which originated prior to inception of this policy.</p> <p>Any loss or damage where compensation is provided by contract or legislation.</p>
<p>7. Falling trees or branches</p>	<p>Damage to fences or gates.</p> <p>The cost of the removal of the tree or branch unless damage has been caused to the <b>buildings</b> by its fall.</p> <p>Damage caused by felling, lopping or topping of trees.</p>
<p>8. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	<p>Loss or damage to the aerials, aerial fittings, satellite dishes or masts themselves</p>

<p>9. Impact involving vehicles, aircraft or anything dropped from them, or animals.</p>	<p>Damage caused by any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b>.</p>
<p>10. Alternative Accommodation.</p> <p>The cost of alternative accommodation for <b>your family</b> if the home is uninhabitable as a result of damage to the <b>buildings</b> by causes described in covers 1-9 and 12 of the Building option, plus covers 19-21 of the <b>Buildings Accidental Damage</b> option if it has been selected.</p> <p><b>We will pay:</b></p> <ul style="list-style-type: none"> <li>• the cost of short-term accommodation of a similar standard, including that required for any pets living with <b>you</b> at the time of the damage, up to the market cost of such accommodation;</li> <li>• the rent <b>you</b> would have received but have lost, including ground rent.</li> </ul>	<p>Any costs that <b>you</b>:</p> <ul style="list-style-type: none"> <li>• have to pay once the home becomes habitable again;</li> <li>• agree to pay without <b>our</b> written permission.</li> </ul> <p>The cost of alternative accommodation for anyone who is not a member of <b>your family</b>.</p> <p>Any costs arising from damage by any cover listed elsewhere in the <b>Buildings</b> option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £40,000. Note that should a claim for alternative accommodation occur under both the <b>buildings</b> and the Core-contents sections as a result of a single incident, the maximum payable for alternative accommodation shall be £40,000.</p>
<p>11. Fees and related costs necessarily incurred in repairing or replacing damaged parts of the <b>buildings</b>, provided the damage is covered under the policy and subject to <b>our</b> prior written agreement.</p> <p><b>We will pay for:</b></p> <ul style="list-style-type: none"> <li>• architects, engineers, surveyors and legal fees;</li> <li>• the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the home</li> <li>• the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the home are repaired or replaced.</li> </ul>	<p>Any fees and costs <b>you</b> have to pay for preparing or furthering any claim.</p> <p>Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if <b>you</b> were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the <b>buildings</b>.</p>

<p>12. Freezing of water in fixed water or fixed heating systems and water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems causing physical damage to part a) of the <b>buildings</b> (see page 11 for definition).</p> <p>This section includes up to £5,000 for removing and subsequently repairing/replacing elements of part a) of the <b>buildings</b> (see page 11 for definition) where this is a necessary step in order to locate the source of the escape of water or oil.</p>	<p>The <b>excess</b> applying to this cover is £250 unless shown otherwise on the policy schedule.</p> <p>Loss or damage caused whilst the <b>Buildings</b> have been left <b>unoccupied</b> for more than 60 days.</p> <p>Damage to the appliance or system from which the water or oil escapes from unless freezing causes the damage.</p> <p>Damage to any part of the <b>buildings</b> as a result of escaping water, caused by subsidence, heave or landslip (see instead, cover 6)</p> <p>Damage caused by any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b>.</p>
<p>13. Locks and keys.</p> <p><b>Accidental damage</b> to the locks of, or loss of the keys to, the outside doors of <b>your</b> home or to safes and alarms in <b>your</b> home.</p> <p><b>We</b> will pay for the replacement of the lock mechanism or, will change the locks.</p>	<p>Loss or damage by any process of repair or restoration. Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p> <p>Thefts not reported to the police</p> <p>Any amount exceeding £750 in total for locks and keys under the <b>buildings</b> and Core-contents options.</p>
<p><b>In addition we provide the following cover</b></p>	<p><b>EXCLUSIONS</b></p>
<p>14. Emergency Services. Damage caused by the emergency services while getting access to the <b>buildings</b> to deal with an emergency.</p>	<p>Damage which is specifically excluded by any cover listed elsewhere in the <b>Buildings</b> option.</p> <p>Any amount exceeding £1,000.</p>
<p>15. Cover when selling the <b>buildings</b>. If between the date of exchange of contracts and completion of the sale, there is damage by anything insured under covers 1-9 of the <b>Buildings</b> option, the buyer shall be entitled to the benefit of this cover once the sale has been completed.</p>	<p>This cover does not apply if insurance on the <b>buildings</b> of the home has been arranged by or for the buyer.</p> <p>Damage by any cover listed elsewhere in the <b>Buildings</b> option and which is specifically excluded under that cover.</p>



## 16. Legal Liability as owner.

The legal liability of **your family** as owner of the **buildings** and land belonging to it, to pay damages and costs to others which arise from any single event occurring during the **insurance period** which result in:

- accidental death, disease, illness or accidental physical injury to anyone;
- **accidental damage** to physical property.

The most **we** will pay is £2,000,000, in connection with any one claim or series of claims made against **you** arising out of any one event occurring during the **insurance period** plus defence costs agreed by **us** in writing in the defence of any claim made against **you**.

**We** reserve the right to withdraw **our** support in the defence of any claim if **we** decide the prospect of success of any judgement or potential judgement are insufficient to justify **our** continuing support.

Anything owned by, or the legal responsibility of, **your family**.

Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).

Injury, death disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.

Liability arising directly or indirectly from:

- any employment, trade, profession or business of any of **your family**;
- The Party Wall etc. Act 1996. Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.
- The use of lifts or mechanically propelled or assisted vehicles (other than gardening machinery and pedestrian controlled vehicles)
- Any agreement unless **you** would have been liable had the agreement not been made
- Death, injury, illness or disease of any member of **your family** or a domestic employee
- Loss or damage to property owned, occupied or in the custody or control of **you, your family** or any domestic employee or
- The charging of any electric vehicle that is not situated within the boundary of the home

Liability

- i. covered by any other policy.
- ii. arising more than 7 years after the expiry or cancellation of section 1 of this policy or
- iii. where **you** are insured under a more recently effected or current policy

Any amount exceeding £2,000,000

Any home in which **you** still hold legal title or have an interest.

	<p>Any incident which happens more than 7 years after the last day of the last <b>insurance period</b> in respect of any home previously insured by <b>us</b> and owned and occupied by <b>you</b>.</p>
<p>17. Legal liability - defective premises.</p> <p>Legal liabilities which result from the ownership of any home previously occupied by <b>you</b> and insured by <b>us</b> and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975, as long as <b>you</b> do not have this cover under another policy.</p> <p>The most <b>we</b> will pay is £2,000,000, plus defence costs agreed by <b>us</b> in writing.</p>	<p>Anything owned by or the legal responsibility of <b>your family</b>.</p> <p>Injury, death, disease or illness to any of <b>your family</b> (other than <b>your</b> domestic employees who normally live with <b>you</b>).</p> <p>Liability arising from:</p> <ul style="list-style-type: none"> <li>• any employment, trade, profession or business of any of <b>your family</b>;</li> <li>• The Party Wall etc. Act 1996. Liability accepted by any of <b>your family</b> under any agreement, unless the liability would exist without the agreement.</li> </ul> <p>Liability covered by any other policy.</p> <p>Any amount exceeding £2,000,000.</p>

Note: Liability for injury or damage resulting from land or **buildings** of the home nearly always attaches to the occupier, rather than the owner. If **you** are the owner and occupier, insurance against **your** liability as occupier is not provided by the **Buildings** option of this policy and **you** should ensure **you** have a Core-contents insurance which will provide **you** with the occupier's liability insurance **you** require.

## Section 4:

### Buildings Accidental Damage Option

This option sets out the additional cover provided for the **buildings** where it is shown on the policy schedule that this option has been selected by **you**. Please remember that the **Buildings** Accidental option does not include items covered under any other option, including the **Garden** option.

This option can only be chosen if the **Buildings** option has also been selected.

PROPERTY INSURED	PROPERTY NOT INSURED
The <b>buildings</b> (parts a and b) as defined in the <b>Buildings</b> option (see page 11)	Items included within any other option, with the exception of the <b>Buildings</b> option.
COVER	EXCLUSIONS
Physical damage to the <b>buildings</b> , caused by the following:	<p>Any amount exceeding the limit of liability shown on the policy schedule.</p> <p>The <b>excess</b> shown on the policy schedule.</p> <p>Damage while part a) of the <b>buildings</b> (see page 11 for definition), has been <b>unoccupied</b> for more than 60 days.</p> <p>Any home used for any trade, professional or business purposes unless;</p> <ul style="list-style-type: none"> <li>• the trade, professional or business use is purely clerical in nature; and</li> <li>• <b>you</b> do not have staff employed to work from the home; and</li> <li>• <b>you</b> do not have any visitors to the home in connection with <b>your</b> trade, profession or business; and</li> <li>• <b>you</b> do not keep any business money or stock in the home.</li> </ul> <p>Please also see Section 13 of this policy booklet (from page 61).</p>

<p><b>1. Accidental damage</b></p> <p>Note: <b>Accidental damage</b> means sudden, unexpected and visible damage caused by something external to the damaged item in a single identifiable event and which has not been caused on purpose.</p>	<p>Damage while anyone who is not a member of <b>your family</b> lives in part a) of the <b>buildings</b> (see page 11 for definition) unless <b>we</b> have been advised and have agreed to provide this option and this cover is shown as included on the policy schedule. .</p> <p>Damage caused by:</p> <ul style="list-style-type: none"> <li>• water entering the home other than by storm or flood;</li> <li>• mechanical, electrical or electronic fault or break down;</li> <li>• the coast or a riverbank being worn away;</li> <li>• sulphate reacting with any materials from which <b>your</b> home is built.</li> <li>• any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b>.</li> <li>• the effect of chemicals</li> </ul> <p>Damage caused by or from:</p> <ul style="list-style-type: none"> <li>• poor or faulty design, workmanship or materials;</li> <li>• subsidence, heave, landslip, movement, settlement or shrinkage (although cover may be available under section 3)</li> <li>• demolition, alteration or repair.</li> </ul> <p>Damage which is specifically excluded by any cover listed elsewhere in the <b>Buildings</b> option.</p>
<p>2. Accidental breakage of drains and pipes and <b>accidental damage</b> to cables and underground tanks which are used to provide services to or from the <b>buildings</b>, for which <b>your family</b> is legally responsible.</p> <p><b>We</b> will also pay up to £1,000 for the cost of breaking into and repairing an underground drain pipe, if following a blockage between the main sewer and part a) of the <b>buildings</b> (see page 11 for definition), normal methods of releasing a blockage are</p>	<p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.</p> <p>Damage to any part of the <b>buildings</b> by cover 6 of the <b>Buildings</b> option (subsidence, heave or land-slip), as a result of escaping water.</p> <p>Damage caused by or from:</p> <ul style="list-style-type: none"> <li>• poor or faulty design, workmanship or materials</li> <li>• demolition, alteration or repair.</li> </ul> <p>Damage caused by sulphate reacting with any</p>

<p>unsuccessful.</p>	<p>materials from which <b>your</b> home is built.</p> <p>Damage to pitch fibre pipes as a result of pressure applied to them by the weight of soil or other covering materials</p> <p>Damage which is specifically excluded by any cover listed elsewhere in the <b>Buildings</b> option.</p>
<p>3. Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of <b>buildings</b>.</p>	<p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Damage to ceramic hobs in movable cookers (see instead, Section 6)</p> <p>Damage to secondary double glazing whilst removed for any reason</p> <p>Malicious damage caused by <b>you, your family</b> or anyone lawfully on <b>your</b> premises.</p>

## Section 5: Core-Contents Option

This section sets out the cover provided for 'Core-contents' as defined in this section. It will be shown on the policy schedule if this option has been selected by **you**.

Please note that this option does not include cover for any items included in any other option, such as personal items, pedal cycles, or items covered under the technology & entertainment or **garden** options. **You** can arrange cover for these items by selecting the relevant option at any time.

In particular, be aware that **you** need to select the technology & entertainment option if **you** want cover for items such as televisions, mobile phones, cameras, computers (including tablet, notebook, laptop, and desktop computers and associated equipment such as printers), portable media players, radios, game players including hand held and consoles, video playing and recording equipment including satellite dishes and receivers, music playing and recording equipment and musical instruments.

PROPERTY INSURED	PROPERTY NOT INSURED
<p>Core-contents are household goods, clothing in the home, <b>visitor's items</b> in the home, high risk items (which are clocks, paintings, works of art, stamp and coin collections), carpets (unless the carpet is permanently fixed to the building), personal documents, title deeds, clerical office equipment (other than items which fall within the Technology and Entertainment option), office furniture and office stationery, all owned by <b>your family</b> or <b>your family's</b> responsibility under contract.</p> <p><b>Important:</b> This Core-contents option does not include items covered in the Technology &amp; Entertainment, Personal Items, Pedal Cycles, <b>Buildings</b> or <b>Garden</b> options. If <b>you</b> want cover for items such as televisions, computers, watches, jewellery, pedal cycles and <b>garden-furniture/tools</b>, <b>you</b> should ensure <b>you</b> have selected the relevant option(s).</p> <p><b>Note: What are household goods?</b> – broadly, these are the things <b>you</b> keep in the home, that <b>you</b> use to furnish the home and which normally stay at home – if <b>you</b> were to move <b>you</b> would normally</p>	<p>Items covered under other options including the Technology &amp; Entertainment, <b>Garden</b> option, Pedal Cycles or Personal Items option (except for clothing which is included in this option whilst in the home and in the Personal Items option, where selected by <b>you</b>, whilst outside the home).</p> <p>Motor vehicles and children's motor vehicles whether licensed for road use or not, mechanically propelled or assisted vehicles other than pedestrian controlled vehicles, aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and any other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached.</p> <p>Fixtures and fittings, business stock, money, credit, debit, cheque, charge or store loyalty cards, bankers or cash dispenser cards.</p> <p>Any item in a home used for any trade, professional or business purposes unless;</p> <ul style="list-style-type: none"> <li>• the trade, professional or business use is purely clerical in nature; and</li> </ul>

<p>take these items with <b>you</b>. For example furniture, curtains, blinds, cushions, rugs, throws, lamps, linen, pots and pans, plates, cutlery, crockery, collectibles (other than stamp and coin collections which are included within this Core-contents option as 'high risk items') and white goods such as microwave ovens, fridges, freezers, cookers, dishwashers and washing machines (where these white goods are freestanding).</p>	<ul style="list-style-type: none"> <li>• <b>you</b> do not have staff employed to work from the home; and</li> <li>• <b>you</b> do not have any visitors to the home in connection with <b>your</b> trade, profession or business; and</li> <li>• <b>you</b> do not keep any business money or stock in the home</li> </ul> <p>Any item used for trade, professional or business purposes except office equipment, office furniture, office stationery. Office stationery does not include the cost of replacing paper records except for their value as stationery.</p> <p>Animals.</p>
<p><b>COVER</b></p>	<p><b>EXCLUSIONS</b></p>
<p>Loss or damage to Core-contents in the home at the address shown on the policy schedule including Core-contents in the home's detached annexes, outbuildings, garages, sheds and greenhouses, caused by the following:</p>	<p>The <b>excess</b>, noting that:</p> <ul style="list-style-type: none"> <li>• The <b>excess</b> applying to covers 1, 2, 4-7, 9-17 (except 15c), 20 and 21 within this Core-contents option is shown on the policy schedule.</li> <li>• The <b>excess</b> applying to cover 8 within this Core-contents option is £1,000 unless shown otherwise in the policy schedule.</li> <li>• The <b>excess</b> applying to covers 3 and 15(c) within this core-contents option is £250 unless shown otherwise in the policy schedule.</li> </ul> <p>Any amount exceeding the limits of liability shown on the policy schedule and in Section 16 of this policy booklet (from page 74).</p> <p>Loss or damage of items in the home if the home has been <b>unoccupied</b> for more than 60 days - this applies to covers 3, 5, 6, 7, 14 and 21.</p> <p>Any amount exceeding £500 for <b>visitor's items</b>.</p> <p><b>We</b> will not pay more than the limit shown in the table on page 74 for high risk items (which are clocks, paintings,</p>

	<p>works of art, stamp and coin collections).</p> <p><b>We</b> will not pay more than £3,000 for any single high risk item unless the item is listed on the policy schedule.</p> <p><b>We</b> will not pay more than £5,000 in total for office equipment, office furniture and office stationery.</p> <p><b>We</b> will not pay more than £2,500 in total for the cost of reinstating personal documents and title deeds.</p> <p>Please also see Section 13 of this policy booklet (from page 61).</p>
1. Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution, singeing or scorching.
2. Storm or flood.	<p>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water)</p> <p>Loss or damage to any moveable core-contents in the open.</p>
<p>3. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.</p> <p>Oil escaping from a fixed heating system.</p>	<p>The <b>excess</b> applying to this covers is £250 unless shown otherwise in the policy schedule.</p> <p>Damage to the appliance or system which the water or oil escapes from.</p> <p>The cost of replacing the water or oil that has escaped.</p> <p>Damage to any of the core-contents as a result of escaping water, where that escape is caused by subsidence, heave or landslip (see instead, cover 8)</p> <p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p>
4. Riot, civil commotion.	Damage not reported to police within 7 days of being caused.
5. Malicious acts or vandalism.	Loss or damage while anyone who is not



	<p>a member of <b>your family</b> is living in the home unless force and violence has been used to get into or out of the home.</p> <p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p>
6. Theft or attempted theft using force and violence to get into or out of the home.	Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.
7. Theft or attempted theft not using force and violence to get into or out of the home.	<p>Loss or damage while:</p> <ul style="list-style-type: none"> <li>• anyone who is not a member of <b>your family</b> is living in the home unless force and violence has been used to get into or out of the home;</li> <li>• <b>your</b> home is used to receive any visitors or paying guests in connection with any trade, profession or business.</li> </ul> <p>Loss by deception unless the only deception was someone tricking their way into <b>your</b> home.</p> <p>Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p> <p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p>
<p>8. Subsidence or heave of the site on which the <b>buildings</b> stand or of land belonging to it, or landslip.</p> <p><b>Subsidence</b> means downward movement of the site on which the <b>buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.</p> <p><b>Heave</b> means upward and/or lateral movement of the site on which the <b>buildings</b> stand or of land belonging to it, caused by swelling of the ground.</p> <p><b>Land-slip</b> means the downward</p>	<p>The <b>excess</b> applying to this cover is £1,000 unless shown otherwise in the policy schedule.</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• solid floors moving unless the foundations of the outside walls of the home are damaged by the same cause and at the same time;</li> <li>• structures bedding down or settlement of newly made up ground;</li> <li>• the coast or a riverbank being</li> </ul>

<p>movement of sloping ground</p>	<p>worn away;</p> <ul style="list-style-type: none"> <li>• or from demolition, construction, alteration or repair to the home or from ground works or excavation; or</li> <li>• poor or faulty design, workmanship, or materials.</li> </ul>
<p>9. Falling trees or branches.</p>	<p>Loss or damage arising from felling, lopping or topping of trees</p>
<p>10. Falling aerials or satellite receiving equipment, their fittings or masts.</p>	<p>Damage to the aerials, satellite receiving equipment, fittings or masts themselves (see instead section 8)</p>
<p>11. Impact involving vehicles, aircraft (or anything dropped from them), or animals.</p>	<p>Damage caused by any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b>.</p>
<p>12. Wedding, Civil Partnership and Birthday gifts.</p> <p>Loss or damage to wedding, civil partnership and birthday gifts by causes described in covers 1-11 of this option, plus covers within the core-contents <b>accidental damage</b> option (where that option has been selected).</p> <p>The limits of liability shown on the policy schedule will increase by £3,000 for one month before and one month after the wedding day, civil partnership ceremony or birthday of any of <b>your family</b>.</p>	<p>Loss or damage by any cover listed elsewhere in the core-contents option and which is specifically excluded under that cover.</p>
<p>13. Religious festivals.</p> <p>Loss or damage by causes described in covers 1-11 of this option plus covers within the core-contents <b>accidental damage</b> option (where that option has been selected), for core-contents purchased as a result of a religious festival.</p> <p>The limits of liability shown on the policy schedule will increase by £3,000 for one month before and one month after a religious festival.</p>	<p>Loss or damage by any cover listed elsewhere in the core-contents option and which is specifically excluded under that cover.</p>

<p>14. Freezer food.</p> <p>The cost of replacing food in a domestic freezer in the home, that has been spoilt by an accidental change in temperature.</p>	<p>Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to the home.</p> <p>Loss if the freezer is more than 10 years old at the date of loss</p> <p>Loss or damage to food in a fridge.</p> <p>Any amount exceeding £1,000.</p>
<p>15. Temporary removal.</p> <p>Loss or damage to core-contents caused by covers a) to i) below while the items are moved temporarily away from the home to premises within the British Isles, including whilst <b>you</b> and/or <b>your family</b> are living, working, or studying at university, college or school within the British Isles.</p>	<p>For any one incident of loss or damage, <b>we</b> will not pay more than the lower of the following limits:</p> <ul style="list-style-type: none"> <li>• the limit of liability for core-contents shown on the policy schedule,</li> <li>• £5,000 per member of the <b>family</b> visiting the premises at which the core-contents are lost or damaged during temporary removal from the home.</li> <li>• £20,000 in total.</li> </ul> <p>Loss or damage in a furniture depository, caravan or motorhome.</p> <p>Loss or damage caused by storm or flood to property not in a building</p> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies;</li> <li>• theft or attempted theft unless occasioned by forcible or violent entry or exit;</li> <li>• water entering the premises other than by storm or flood.</li> </ul> <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> <li>• someone aged 16 or over was in the motor vehicle;</li> <li>or</li> <li>• the motor vehicle was securely locked; and</li> <li>• force and violence were used to get into the motor vehicle; and</li> <li>• the items stolen were out of sight in a locked boot or locked compartment.</li> </ul>

15a) Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution, singeing or scorching.
15b) Storm or flood.	Loss or damage to any core-contents in the open.
15c) Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.  Oil escaping from a fixed heating system.	The <b>excess</b> applying to this covers is £250 unless shown otherwise in the policy schedule.  Loss or damage if the premises where the core-contents are temporarily kept, are left for more than 60 days in a row without any person residing, living or working there.
15d) Riot, civil commotion.	
15e) Malicious acts or vandalism.	Loss or damage if the premises where the core-contents are temporarily kept, are left for more than 60 days in a row without any person residing, living or working there.
15f) Theft or attempted theft using force and violence to get into or out of the premises where the core-contents are temporarily kept.	Loss or damage if the premises where the core-contents are temporarily kept are left for more than 60 days in a row without any person residing, living or working there. Loss or damage to any core-contents in the open.
15g) Falling trees or branches.	
15h) Falling aerials or satellite receiving equipment, their fittings or masts.	Damage to the aerials, satellite receiving equipment, fittings or masts themselves
15i) Impact involving vehicles, aircraft (or anything dropped from them), or animals.	Damage caused by any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b> .
16. Core-contents in the open. Loss or damage to the core-contents by causes described in covers a) to h) below while in the open on the land belonging to the home, caused by:	Any amount exceeding £750.
16a) Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution, singeing or scorching.

16b) Storm or flood.	
16c) Riot, civil commotion.	Damage not reported to police within 7 days of being caused.
16d) Malicious acts or vandalism.	Loss or damage: <ul style="list-style-type: none"> <li>• if the home has not been lived in by <b>your family</b> for more than 60 days in a row;</li> <li>• while anyone who is not a member of <b>your family</b> is living in the home.</li> </ul>
16e) Theft or attempted theft.	Loss or damage while: <ul style="list-style-type: none"> <li>• anyone who is not a member of <b>your family</b> is living in the home.</li> <li>• while the home is used to receive visitors or paying guests in connection with <b>your</b> business.</li> </ul>
16f) Falling trees or branches.	
16g) Falling aerials or satellite receiving equipment, their fittings or masts.	Damage to the aerials, satellite receiving equipment, fittings or masts themselves
16h) Impact involving vehicles, aircraft or anything dropped from them, or animals.	Damage caused by any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b> .
17. Emergency services. <b>We</b> will pay for damage to the core-contents caused by the emergency services while getting access to the home to deal with an emergency.	Damage which is specifically excluded by any cover listed elsewhere in the core-contents option . Any amount exceeding £1,000.
18. Alternative Accommodation. The cost of Alternative Accommodation for <b>your family</b> if the home is uninhabitable as a result of damage to the core-contents by causes described in covers 1 to 11 of this option, plus covers within the core-contents <b>accidental damage</b> option if it has been selected. <b>We</b> will pay: <ul style="list-style-type: none"> <li>• the cost of similar short-term accommodation of a similar standard, including that required for any pets living with <b>you</b>, up to the market cost of such accommodation;</li> <li>• cost of temporary storage of the core-contents. If <b>you</b> are a tenant</li> </ul>	Any costs <b>you</b> : <ul style="list-style-type: none"> <li>• have to pay once the home becomes habitable again;</li> <li>• agree to pay without <b>our</b> written permission.</li> </ul> The cost of alternative accommodation for anyone who is not a member of <b>your family</b> . Any costs arising from loss or damage by any cover listed elsewhere in the core-contents option and which is specifically excluded under that cover. Any amount exceeding £10,000. Note that should a claim for alternative accommodation occur under both the <b>buildings</b> and the core-contents

<p>this cover will be provided as long as no other insurance covers this loss.</p>	<p>as a result of a single incident, the maximum payable for alternative accommodation shall be £40,000.</p>
<p>19. Tenants liability.</p> <p>If <b>you</b> are legally liable under the terms of <b>your</b> tenancy agreement (not as owner, leaseholder or landlord), for damage to the home <b>we</b> will provide covers 1-9 and 12 of the <b>Buildings</b> option.</p>	<p>Damage by any cover listed elsewhere in the <b>Buildings</b> option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £10,000.</p> <p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Loss or damage caused by <b>you, your family</b> or anyone lawfully on <b>your</b> premises.</p>
<p>20. Tenant's improvements.</p> <p>Damage by causes described in covers 1- 9 and 12 of the <b>Buildings</b> option to fixed improvements and fixed internal decorations which <b>you</b> have added as a tenant of the home (such as carpets, shelves or cupboards).</p>	<p>Damage by causes described in any cover listed elsewhere in the <b>Buildings</b> option and which is specifically excluded under that cover.</p> <p>Any amount exceeding £10,000.</p>
<p>21. Locks &amp; keys.</p> <p><b>Accidental damage</b> to the locks of, or loss of the keys to, the outside doors of <b>your</b> home or to safes and alarms in <b>your</b> home.</p> <p><b>We</b> will pay for the replacement of the lock mechanism or will change the locks.</p>	<p>Loss or damage by any process of repair or restoration.</p> <p>Damage to locks caused by mechanical, electrical or electronic fault or breakdown.</p> <p>Any amount exceeding £750 in total for locks and keys under the <b>buildings</b> and Core-contents options.</p>
<p><b>In addition we provide the following cover:</b></p>	<p><b>EXCLUSION</b></p>
<p>22. Legal Liability.</p> <p>The personal legal liability of <b>your family</b>:</p> <ul style="list-style-type: none"> <li>• as occupier of the home and its land;</li> <li>• as individuals;</li> <li>• as an employer to any of <b>your family's</b> domestic employees;</li> </ul>	<p>Anything owned by or the legal responsibility of <b>your family</b>.</p> <p>Injury, death, disease or illness to any of <b>your family</b> (other than <b>your</b> domestic employees who normally live with <b>you</b>).</p> <p>Injury, death disease or illness caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland)</p>

to pay damages and costs to others which arise from any single event occurring during the **insurance period** which results in:

- accidental death, disease, illness or accidental-physical injury to anyone;
- **accidental damage** to physical property.

Order 1991.

Liability arising from:

- any employment, trade, profession or business of any of **your family**;
- any of **your family** passing on any disease or virus;
- liability arising directly or indirectly as a result of a criminal act by **you** or any member of **your family**
- any agreement unless **you** would have been liable had the agreement not been made
- the ownership or use of any motor vehicle, including children's vehicles (other than **garden** machinery or wheelchairs or similar electric scooters specifically designed for the disabled or infirm), whether licensed for road use or not, any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models), gliders, hang-gliders, caravans or trailers;
- firearms, other than properly licensed shotguns
- any of **your family** owning land or **buildings**;
- The Party Wall etc. Act 1996. Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement. Liability covered by any other policy.
- Any claim or other proceedings against **you** or **your family** lodged or prosecuted in a court outside of the United Kingdom
- Liability if **you** have any other insurance policy that covers the same loss

	<ul style="list-style-type: none"><li>• Liability arising directly or indirectly from the charging of any electric vehicle that is not situated within the boundary of the home</li></ul> <p>The most <b>we</b> will pay is £2,000,000, except where there is accidental bodily injury to a domestic employee where the most <b>we</b> will pay is £10,000,000. <b>We</b> will also pay defence costs agreed by <b>us</b> in writing.</p> <p><b>We</b> reserve the right to withdraw <b>our</b> support in the defence of any claim if <b>we</b> decide the prospect of success of any judgement or potential judgement are insufficient to justify <b>our</b> continuing support</p>
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## Section 6: Core-Contents Accidental Damage Option

This option sets out the cover provided for **accidental damage** to Core-contents. It will be shown on the policy schedule if this option has been selected by **you**.

Please note that this option provides additional cover for **your** Core-contents and does not include cover for any items included in any other option such as personal items, pedal cycles, technology & entertainment or items covered under the **Garden** option. **You** can arrange cover for these items by selecting the relevant section at any time.

In particular, be aware that **you** need to select the Technology & Entertainment section if **you** want cover for items such as televisions, mobile phones, cameras, computers (including tablet, notebook, laptop and desktop computers and associated equipment such as printers), portable media players, radios, game players including hand held and consoles, video playing and recording equipment including satellite dishes and receivers, music playing and recording equipment and musical instruments.

This option can only be chosen if the Core-contents option has also been selected.

PROPERTY INSURED	PROPERTY NOT INSURED
Items for which the Core-contents section provides cover.	Items which are excluded from the Core-contents option. Money, credit cards, contact and corneal lenses, and food;
COVER	EXCLUSIONS
Loss or damage caused by the following	<p>The <b>excess</b> shown on the policy schedule.</p> <p>Any amount exceeding the limits of liability shown on the policy schedule and in section 16 of this policy booklet (from page 74).</p> <p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Damage while anyone who is not a member of <b>your family</b> lives in the home, unless <b>we</b> have agreed to provide the <b>Accidental Damage</b> option and this cover is shown as insured on the policy schedule.</p> <p>Deterioration of food other than under cover 14 - Freezer Food.</p> <p>Please also see Section 13 of this policy booklet (from page 61).</p>

<p><b>1. Accidental damage.</b></p> <p>Note: <b>Accidental damage</b> means sudden, unexpected and visible damage caused by something external to the damaged item in a single identifiable event and which has not been caused on purpose.</p>	<p>Damage by:</p> <ul style="list-style-type: none"> <li>• water entering the home other than by storm or flood;</li> <li>• mechanical, electrical or electronic fault or breakdown;</li> <li>• wear and tear, depreciation, insects, vermin, fungus, mildew, rot, normal deterioration, atmospheric or climatic conditions or gradually operating cause or any process of dyeing, cleaning restoration, repair or alteration;</li> <li>• any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b>;</li> <li>• mechanical or electrical fault or breakdown or misuse;</li> <li>• any cover listed in the Core-contents option and which is specifically excluded under that cover.</li> </ul> <p>Damage arising from depreciation in value or any costs not directly incurred as a result of the loss.</p> <p>Any loss, destruction or damage otherwise shown under section 5 (Core-contents).</p> <p>Confiscation or detention by customs or other official bodies.</p>
<p><b>2. Accidental breakage of mirrors, ceramic hobs in free standing cookers or glass which forms part of the furniture in the home.</b></p>	<p>The replacement cost of any part of the item other than the broken glass.</p> <p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Malicious damage caused by <b>you, your family</b>, paying guests or tenants.</p>
<p><b>3. Professional removal.</b></p> <p><b>Accidental damage</b> or loss while a professional removal firm is moving the Core-contents from the home directly to <b>your</b> new permanent home in the British Isles.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• by mechanical, electrical or electronic fault or breakdown;</li> <li>• while the Core-contents are in storage or being moved to or from storage</li> </ul> <p>Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.</p>

	<p>Money Loss or damage not notified to the removal contractors within 7 days of the removal to <b>your</b> new permanent Home</p>
<p>4. Accidental loss of liquid petroleum gas or oil at the home.</p>	<p>Loss or damage by any cover listed elsewhere in the Core-contents option and which is specifically excluded under that cover.</p> <p>Loss occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Any amount exceeding £2,000.</p>
<p>5. Accidental loss of metered water at the home.</p>	<p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p>Accidental loss of metered water costs recovered from the responsible water authority</p> <p>Any amount exceeding £5,000.</p>

## Section 7: Personal Items Option

This option sets out the cover **we** provide for **your** personal items in or away from the home, where it is shown on the policy schedule that this option has been selected by **you**.

Please remember that this Personal Items option does not include cover for items included in any other option, such as Core-contents, pedal cycles, technology & entertainment or items covered under the **garden** option. **You** can arrange cover for these items by selecting the relevant option at any time.

In particular, be aware that **you** need to select the technology & entertainment section if **you** want cover for items such as televisions, mobile phones, cameras, computers (including tablet, notebook, laptop, desktop computers and associated equipment such as printers), portable media players, radios, game players including hand held and consoles, video playing and recording equipment including satellite dishes and receivers, music playing and recording equipment and musical instruments.

This option can only be chosen if the Core-contents option has also been selected.

PROPERTY INSURED	PROPERTY NOT INSURED
<p>Personal items means</p> <ul style="list-style-type: none"> <li>• clothing when taken outside the home,</li> <li>• jewellery, watches, medals and other items which are worn or carried by <b>your family</b>,</li> <li>• credit, debit, cheque, charge, bankers or cash dispenser cards, current bank notes and coins, stamps, cheques, electronic cash pre-payment cards,</li> <li>• savings certificates, gift tokens, postal and money orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers</li> <li>• season or travel tickets,</li> <li>• sports and camping equipment, and</li> <li>• wheelchairs or similar electric scooters specifically designed for the disabled or infirm and which are not legally required to be licensed for road use,</li> </ul> <p>all owned by <b>your family</b> or <b>your family's</b> responsibility under contract.</p>	<p>Items covered under other options (except for clothing which is included in this option whilst outside the home and in the Core-contents option whilst in the home).</p> <p>Anything used for trade, professional or business purposes.</p> <p>Credit, debit, cheque, charge, bankers or cash dispenser cards not issued in the British Isles.</p> <p>Promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets,</p> <p>Scratch cards, raffle tickets and stamps which are part of a stamp collection.</p> <p>Motorised pedal cycles.</p> <p>Gliders, hang-gliders, wetbikes, hovercraft and any other mechanically propelled or assisted watercraft.</p> <p>Trailer tents.</p>

COVER	EXCLUSIONS
<p>Loss or damage of personal items in the British Isles and whilst temporarily outside the British Isles, provided that at the time of loss or damage it:</p> <ul style="list-style-type: none"> <li>• has been outside the British Isles for no more than 60 days in the preceding 12 month period and</li> <li>• is in the possession of any of <b>your family</b>.</li> </ul>	<p>The <b>excess</b> shown on the policy schedule.</p> <p>Any amount exceeding the Personal Items limit of liability shown on the policy schedule.</p> <p>Any amount exceeding £3,000 (or if less, the Personal Items limit of liability shown on the policy schedule) for any single item, unless specifically described in the policy schedule</p> <p>Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p> <p>Breakage of sports equipment while in use.</p> <p>Any amount exceeding £500 for each claim for money or credit cards (note that in most cases, <b>you</b> will only be liable to <b>your</b> bank or building society for the first £50 per card).</p> <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> <li>• someone aged 16 or over was in the motor vehicle;</li> <li>or</li> <li>• the motor vehicle was securely locked; and</li> <li>• force and violence were used to get into the motor vehicle; and</li> <li>• the items stolen were out of sight in a locked boot or locked compartment.</li> </ul> <p>Any amount exceeding £1,500 for items left in an unattended motor vehicle.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies;</li> <li>• caused by water entering the home other than by storm or flood;</li> </ul>

- from the home if the home has not been lived in by **your family** for more than 60 days in a row;
- caused by theft or attempted theft from an unlocked hotel room;
- if items have been outside the British Isles for a total of more than 60 days in any **insurance period**.

Loss in the home by theft, malicious acts or vandalism when the home is:

- lived in by anyone other than **your family**; and/or
- used to receive visitors or paying guests in connection with any business;

unless force and violence is used to get into or out of the home.

Loss which results from any authorised cardholder not following the terms and conditions under which the credit card was issued.

Use of credit cards by any of **your family** without the permission of any authorised cardholder.

Loss of value or loss due to errors or omissions in receipts, payments or accountancy.

Loss of money not reported to the police within 24 hours of discovery of loss.

Depreciation in the value of Money

Money held for business or professional purposes

Tools or instruments used or held for business or professional purposes

Loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container

Sports equipment whilst in use

Equipment used for winter sports, water sports and camping

Please also see Section 13 of this policy booklet (from page 61).

## Section 8: Technology & Entertainment Option

This option sets out the cover **we** provide for technology & entertainment equipment in or away from the home, where it is shown on the policy schedule that this option has been selected by **you**.

Please note that this option does not include cover for any items included in any other option such as core-contents, personal items, pedal cycles, or items covered under the **Garden** option. **You** can arrange cover for these items by selecting the relevant section at any time.

This option can only be chosen if the Core-contents option has also been selected

PROPERTY INSURED	PROPERTY NOT INSURED
<p>Technology &amp; Entertainment equipment means</p> <ul style="list-style-type: none"> <li>• televisions, digital receivers, disc players and recorders, video players and recorders, aerials, satellite dishes and receivers,</li> <li>• cameras,</li> <li>• computers including tablet, note-book, laptop, desktop palm top computers , game players including hand held and consoles, and associated equipment such as printers, scanners and input devices,</li> <li>• discs, videos, electronic data downloads, film downloads, games, music down-loads,</li> <li>• mobile phones, fax machines</li> <li>• portable media players, music players, music recorders, musical instruments,</li> <li>• navigation equipment that is not permanently fixed in motor vehicles,</li> </ul> <p>and parts or accessories for any of them all owned by <b>your family</b> or <b>your family's</b> responsibility under contract.</p>	<p>Items covered under other options including the Core-contents, Pedal Cycles, Personal Items or <b>Garden</b> options.</p> <p>Motor parts or accessories other than removable entertainment and navigation equipment while removed.</p> <p>Anything used for trade, professional or business purposes (other than mobile phones, tablet, notebook, lap-top, desktop or palm top computers, including associated equipment such as printers, scanners and input devices,).</p>

COVER	EXCLUSIONS
<p>Loss or damage as described below (covers 1 and 2).</p>	<p>The <b>excess</b> shown on the policy schedule.</p> <p>Any amount exceeding the technology &amp; entertainment limit of liability shown on the policy schedule and limits shown in section 16 of this policy booklet (from page 74)</p> <p>Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.</p>
<p>1. Loss or damage to technology and entertainment equipment occurring in the British Isles and whilst the property is temporarily outside the British Isles, provided that at the time of loss or damage it:</p> <ul style="list-style-type: none"> <li>• has been outside the British Isles for no more than 60 days in the preceding 12 month period and</li> <li>• is in the possession of any of <b>your family</b>.</li> </ul>	<p>Loss or damage caused by</p> <ul style="list-style-type: none"> <li>• mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies;</li> <li>• cleaning, fitting, adjustment, repair or dismantling of the apparatus;</li> <li>• theft or attempted theft unless occasioned by forcible or violent entry or exit;</li> <li>• water entering the home other than by storm or flood.</li> </ul> <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> <li>• someone aged 16 or over was in the motor vehicle;</li> <li>or</li> <li>• the motor vehicle was securely locked; and</li> <li>• force and violence were used to get into the motor vehicle; and</li> <li>• the items stolen were out of sight in a locked boot or locked compartment.</li> </ul> <p>Any amount exceeding £1,500 for items left in an unattended motor vehicle.</p>



	<p>Loss or damage from the home if the home has not been lived by <b>your family</b> for more than 60 days in a row;</p> <p>Loss or damage by theft, malicious acts or vandalism while the home is used to receive visitors or paying guests in connection with any business, unless force and violence is used to get into or out of the home.</p> <p>Loss by deception unless the only deception is someone tricking their way into the home.</p> <p>Loss or damage if items have been outside the British Isles for a total of more than 60 days in any <b>insurance period</b>.</p> <p>The cost of replacing non-recoverable music, film or electronic data (although cover is provided for this in cover 2, below).</p> <p>Please also see Section 13 of this policy booklet (from page 61).</p>
<p>2. Music, film or electronic data downloads.</p> <p>The cost of replacing non-recoverable music, film or electronic data which has been legally downloaded by <b>your family</b> from a legitimate website, where the loss results from loss or damage to technology &amp; entertainment equipment.</p>	<p>The cost of remaking or recreating any non-recoverable music, film or electronic data.</p> <p>Any data not commercially available at the time of loss.</p> <p>Any amount exceeding £2,500</p>

## Section 9: Garden Option

This option sets out the cover **we** provide for **garden** items, where it is shown on the policy schedule that this option has been selected by **you**.

Please note that this option does not include cover for any items included in any other option such as core-contents, personal items, pedal cycles, technology & entertainment equipment or items covered under the **Buildings** option. **You** can arrange cover for these items by selecting the relevant section at any time.

This option can only be chosen if the Core-contents option has also been selected.

If this option and the Core-contents **Accidental Damage** option are selected (both are shown as included on the policy schedule) **we** will automatically add **accidental damage** cover for the items covered in the **Garden** option.

PROPERTY INSURED	PROPERTY NOT INSURED
<p>The <b>garden</b> and <b>garden items</b> where:</p> <ul style="list-style-type: none"> <li>• <b>Garden</b> means trees, shrubs, plants, hedges and lawns belonging to the home in which <b>you</b> live at the address shown on the policy schedule.</li> <li>• <b>Garden Items</b> means gardening equipment (including motorised gardening equipment) garden-furniture and removable items that are normally used in the <b>garden</b> including <b>garden</b> play equipment, temporary gazebos, water features, garden -storage units, statues, pots, lights and barbecues all owned by <b>your family</b> or <b>your family's</b> responsibility under contract.</li> </ul>	<p>Items covered under other options, including the <b>Buildings</b> option.</p> <p>Motor vehicles and children's motor vehicles whether licensed for road use or not, mechanically propelled or assisted vehicles, (other than <b>garden</b> machinery) or parts or accessories for any of them whether attached or detached.</p> <p>Anything used for trade, professional or business purposes.</p>
COVER	EXCLUSIONS
<p>Loss or damage to the <b>garden</b> or to <b>garden items</b> (whilst those <b>garden items</b> are in <b>garden</b>, the home and its detached annexes, outbuildings, garages, sheds and greenhouses), caused by the following:</p>	<p>The <b>excess</b> shown on the policy schedule shall apply to covers 1 to 9 within this option.</p> <p>Any amount exceeding the limit of liability shown on the policy schedule and limits in section 16 (from page 74).</p> <p>Loss or damage occurring whilst the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days.</p> <p><b>Accidental damage</b> unless the Core-</p>

	<p>contents <b>accidental damage</b> option has been selected.</p> <p>Please also see Section 13 of this policy booklet (from page 61).</p>
1. Fire, lightning, explosion, earthquake or smoke.	Damage by smoke from air pollution, singeing or scorching.
2. Storm or flood.	Damage to trees, shrubs, plants, hedges and lawns
3. Riot, civil commotion.	
4. Malicious acts or vandalism.	<p>Loss or damage if:</p> <ul style="list-style-type: none"> <li>the home has not been lived in by <b>your family</b> for more than 60 days in a row;</li> <li>anyone who is not a member of <b>your family</b> is living in the home;</li> </ul>
5. Theft or attempted theft.	<p>Loss or damage if:</p> <ul style="list-style-type: none"> <li>the home is <b>unoccupied</b> and has been <b>unoccupied</b> for more than 60 days;</li> <li>anyone who is not a member of <b>your family</b> is living in the home;</li> </ul> <p>Theft of motorised <b>garden</b> equipment when not in use, unless kept in a locked garage or locked outbuilding, or attached by a security device to a permanently fixed structure.</p> <p>Loss or damage if the home and/or <b>garden</b> are used to receive visitors or paying guests in connection with <b>your</b> trade, profession or business.</p>
6. Falling trees or branches.	Damage to shrubs, plants, hedges and lawns.
7. Falling aerials or satellite receiving equipment, their fittings or masts.	Damage to the aerials, satellite receiving equipment, fittings or masts themselves
8. Impact involving vehicles, aircraft or anything dropped from them, or animals.	Damage caused by any domestic animal(s) at <b>your</b> property with the permission of <b>you</b> or <b>your family</b> .

<p><b>9. Accidental Damage</b></p> <p><b>Important:</b> This cover only applies if the Core-contents <b>Accidental Damage</b> option has been selected.</p>	<p>Damage to trees, shrubs, plants, hedges and lawns.</p> <p>Damage while anyone who is not a member of <b>your family</b> lives in the home, unless <b>we</b> have agreed to provide the Core-contents <b>Accidental Damage</b> option and this cover is shown as insured on the schedule.</p> <p>Damage by mechanical, electrical or electronic fault or breakdown.</p> <p>Any cover listed elsewhere in the <b>Garden</b> option and which is specifically excluded under that cover.</p>
<p>In addition <b>we</b> provide the following cover:</p>	
<p><b>10. We</b> will pay for the re-landscaping of <b>your garden</b> at the home as a result of damage by the emergency services.</p>	<p>Loss or damage by any cover listed elsewhere in the <b>Garden</b> option and which is specifically excluded under that cover except for damage to trees, plants, shrubs, hedges and lawns.</p> <p>Any amount exceeding £5,000.</p>

## Section 10: Pedal Cycles Option

This option sets out the cover **we** provide for **your** pedal cycles in or away from the home, where it is shown on the policy schedule that this option has been selected by **you**.

Please note that this option does not include cover for any items included in any other option such as core-contents, personal items, technology & entertainment or items covered under the **Garden** option. **You** can arrange cover for these items by selecting the relevant section at any time.

This option can only be chosen if the Core-contents option has also been selected.

PROPERTY INSURED	PROPERTY NOT INSURED
<p>Pedal cycles and their accessories owned by <b>your family</b> or pedal cycles that are <b>your family's</b> responsibility under contract.</p>	<p>Items covered under other options.</p> <p>Anything used for trade, professional or business purposes.</p> <p>Motorised pedal cycles.</p>
COVER	EXCLUSIONS
<p>Loss or damage occurring in the British Isles and whilst the property is temporarily outside the British Isles, provided that at the time of loss or damage it:</p> <ul style="list-style-type: none"> <li>• has been outside the British Isles for no more than 60 days in the preceding 12 month period and</li> <li>• is in the possession of any of <b>your family</b>.</li> </ul>	<p>The <b>excess</b> shown on the policy schedule.</p> <p>Any amount exceeding the Pedal cycles limit(s) of liability shown on the policy schedule and limits shown in Section 16 (from page 74).</p> <p>Any amount exceeding £2,000 for each claim for theft or attempted theft from any detached outbuilding, garage, shed or greenhouse, unless the pedal cycle is locked to an object that cannot be moved.</p> <p>Theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> <li>• someone aged 16 or over was in the motor vehicle;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• the motor vehicle was securely locked; and</li> <li>• force and violence were used to get into the motor vehicle; and</li> <li>• the items stolen were out of sight in a locked boot or locked compartment.</li> </ul> <p>Breakage of sports equipment while in use.</p>

Any amount exceeding £1,500 for items left in an unattended motor vehicle.

Loss or damage:

- by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies;
- caused by water entering the home other than by storm or flood;
- from the home if the home has not been lived in by **your family** for more than 60 days in a row; caused by theft or attempted theft from an unlocked hotel room;
- if items have been outside the British Isles for a total of more than 60 days in any **insurance period**;
- to any pedal cycle which is left unattended unless the pedal cycle is locked to an object that cannot be moved.

Loss in the home by theft, malicious acts or vandalism when the home is:

- lived in by anyone other than **your family**;
- used to receive visitors or paying guests in connection with any business; unless force and violence is used to get into or out of the home.

Loss of value or loss due to errors or omissions in receipts, payments or accountancy.

Please also see Section 13 of this policy booklet (from page 61).

## Section 11: Home Emergency Option

This option sets out the 24 hour assistance for emergencies within **your** home, which **we** provide where it is shown on the policy schedule that this option has been selected by **you**.

This option is designed to offer 24 hour assistance within **your** home for emergencies associated with:

- Roof Damage
- Plumbing and Drainage
- The Main Heating System
- **Your** Domestic Power Supply
- The only or all Toilet Unit(s) serving **your** home
- Home Security
- Lost Keys

Act quickly in the event of an emergency and call the assistance helpline - contact details can be found on page 1

### Words and phrases with Special meanings in this Home Emergency Section

The words and phrases shown below have a special meaning in this section only. These are in addition to the words and phrases with special meanings used more generally in this policy booklet, which are defined in section 17 (from page 77). Whenever a word with a special meaning is used in the policy it will be printed in bold type.

- Home - **your** principal home (having no more than 15 rooms) situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
- Home emergency - A sudden unforeseen event which requires immediate corrective action to:
  - (a) prevent damage or further damage to **your** home; or
  - (b) to make **your** home safe or secure; or
  - (c) alleviate unreasonable discomfort, risk or difficulty to **your family**.
- Period of cover - the period for which **we** have agreed to cover **you** under this Home Emergency section of the policy.
- Main heating system - the main hot water or central heating system in **your** home. This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.
- Plumbing and drainage - the cold water supply and drainage system within the boundary of **your** home and for which **you** are legally responsible. This does not include:
  - rainwater drains and soak-aways; or
  - pipes for which **your** water supply or sewerage company are responsible.

## How we can help

Once **you** have given **us** details of **your** claim and **we** have accepted it, **we** will arrange for one of **our** approved contractors to assist **you** as quickly as possible. To make a claim under **your** policy, please telephone **us** straight away (the telephone line is shown on page 1 of this policy booklet and is available 24 hours a day) and provide the following information:

- **your** name and the home address including postcode;
- the nature of the home emergency.

**We** will tell **you** what to do next. Before requesting assistance please check that the circumstances are covered by this policy (see guidance on page 10).

It is important that **you** contact **our** assistance operation centre as soon as possible after the home emergency and within 48 hours of becoming aware of the problem. Please note that remote locations and bad weather may affect **our** normal standards of service.

## When We cannot help

**We** cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your** home. **You** should immediately contact the Emergency Services in this situation.

If there is an emergency relating to a service such as water, electricity or gas, **you** should also contact the company responsible for supplying this service.

**We** will not pay any claim unless **we** have given **our** agreement, or if there is no one at home when **our** approved contractor arrives.

COVER	EXCLUSIONS
<p>This section of the policy provides assistance if a home emergency is caused by one of the insured incidents described below.</p> <p><b>We</b> agree to provide the insurance in this section of the policy, subject to its terms, conditions and exclusions, as long as the Insured Incident happens during the period of cover.</p> <p><b>We</b> will pay up to £500 (including VAT) for</p> <ul style="list-style-type: none"><li>i) the call out charge and up to 2 hours' labour costs, and</li><li>ii) parts and materials, subject to a maximum of £100 (including VAT).</li></ul>	<ol style="list-style-type: none"><li>1 Any claim following an insured incident which happens during the first 48 hours from the start of <b>your</b> period of cover if the period of cover for this Home Emergency option does not coincide with the start date of the insurance policy.</li><li>2 Any incident or matter arising before the start of this policy.</li><li>3 Any normal day-to-day home maintenance which <b>you</b> should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention.</li><li>4 The cost of redecorating, or cosmetic repairs to parts or equipment in <b>your</b> home.</li></ol>



If **your** home remains uninhabitable overnight following an Insured Incident, **we** will pay up to £250 for hotel accommodation a room only basis for insured people.

If this section of the policy does not cover the service **you** need, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such a service are a matter for **you** and **your** supplier.

**Insured Incidents** are:

- (a) Roof damage - Any damage to the roof of **your** home where internal damage has been caused or is likely.
- (b) Plumbing and drainage - The sudden damage to, or blockage, breakage or flooding of, the drains or plumbing system in **your** home.
- (c) Main heating system - The sudden failure to function of the main heating system in **your** home.
- (d) Domestic power supply - The failure of the domestic electricity, or domestic gas supply, but not the failure of the mains supply.
- (e) Toilet unit - Impact damage to, or mechanical failure of, the toilet bowl or cistern in **your** home which results in complete loss of function of the only or all of the toilets in **your** home.
- (f) Home security - Damage to, or the failure of, external doors, windows or locks which leaves **your** home insecure.
- (g) Lost keys - The loss of the only available set of keys to **your** home if **you** cannot replace them, or gain normal access.

5 Any claim where **your** home has been left **unoccupied** for 30 consecutive days or more.

6 Any claim arising from the failure of **you** and **your family** to comply with **our** instructions in respect of the assistance being provided.

7 Any costs incurred before **you** have notified **us** of a home emergency.

8 Claims arising from any wilful or negligent act or omission by **you** or **your family**.

9 Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply

10 Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use.

11 Claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer supplier or installer.

12 The malfunction or blockage of septic tanks, cesspits or fuel tanks.

13 Damage incurred in gaining necessary access to, or in reinstating the fabric of, **your** home.

14 Any claims arising out of subsidence, landslip or heave (see definitions within section 3 - **buildings**).

15 Any properties that **you** own that are not **your** main residence or that **you** rent or let to others.

16 Damage to boundary walls, gates, hedges or fences and any damage to garages or outbuildings.

17 Any claim related to **your** failure to purchase or provide sufficient gas, electricity or other fuel source.

18 Homes with more than 15 rooms.

## **Conditions relating to this Home Emergency Section**

1 Claims must be reported to **us** as soon as possible and no later than 48 hours after **you** first become aware of the home emergency.

2 **You** and **your family** must:

- (a) keep to the terms and conditions of this policy;
- (b) maintain the home and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of the home;
- (c) try to prevent anything happening that may cause a claim;
- (d) take reasonable steps to keep any amount **we** have to pay as low as possible.

3 **We** will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.

4 **We** will not pay for any loss that is not directly covered by the terms and conditions of this policy.

5 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

## Section 12: Legal Expenses Option

Where it is shown on the policy schedule that this Legal Expenses option has been selected by **you**, there are three areas of assistance available to **you**.

- 1 - Helpline Services
- 2 - Online law guide and document drafting
- 3 - Help with **your** legal problems

Each of these is described in more detail below.

### Words and phrases with Special meanings in this Legal Expenses Section

The words and phrases shown below have a special meaning in this section only. These are in addition to the words and phrases with special meanings used more generally in this policy booklet, which are defined in section 16. Whenever a word with a special meaning is used in the policy it will be printed in bold type.

- **Appointed representative**  
The preferred law firm, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.
- **Costs and expenses**
  - (a) All reasonable and necessary costs chargeable by the appointed representative and agreed by **us** in accordance with the DAS Standard Terms of Appointment and
  - (b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.
- **Countries covered**
  - (a) For insured incidents 2 (Contract disputes), and 3 (Personal injury):  
The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
  - (b) For all other insured incidents:  
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
- **DAS Standard Terms of Appointment**  
The terms and conditions (including the amount **we** will pay to an appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).
- **Date of occurrence**
  - (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
  - (b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.

(c) For insured incident 6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

- **Identity theft**

The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

- **Period of insurance**

The period for which **we** have agreed to cover **you**.

**Preferred law firm**

A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

- **Reasonable prospects**

For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. **We**, or a preferred law firm on **our** behalf, will assess whether there are reasonable prospects.

## 1. Helpline Services

Where this Legal Expenses option has been selected by **you**, **you** and **your family** can contact **our** UK-based call centres 24 hours a day, seven days a week. **We** may need to arrange to call **you** back depending on **your** enquiry. **You** can use these Helpline Services as often as **you** like during the period of cover. All phone calls are monitored and recorded as part of **our** training and quality assurance programmes. By using this service **you** are agreeing to **us** recording **your** call.

**Legal advice service**

**Call 0344 893 9011**

**We** provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will arrange to call **you** back.

**Tax advice service**

**Call 0344 893 9011**

**We** offer confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will call **you** back.

**Health and medical information service**

**Call 0344 893 9011**

**We** will give information to **you** and **your family** over the phone on general health issues and advice on a wide variety of medical matters. **We** can give **you** information on all health services including hospital waiting lists.

Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, **we** will arrange to call **you** back.

**Counselling service**

**Call 0344 893 9012**

**We** will provide a confidential counselling service over the phone to **you** and **your family**. This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

This helpline is open 24 hours a day, seven days a week.

**Identity theft service**

**Call 0344 848 7071**

**We** will provide **you** and **your family** (where resident in the UK or the Channel Islands) with detailed guidance and advice over the phone about being or becoming a victim of identity theft.

This helpline is open 8am – 8pm, seven days a week.

For the following four helpline services, **you** will be responsible for paying the costs for the help.

**Domestic help**

**Call 0344 893 9011**

**We** will arrange help or repairs needed if **you** or **your family** have a domestic emergency in **your** home, such as a burst pipe, blocked drain, broken window or building damage.

**You** will be responsible for the cost of any attendance and/or repairs

**Veterinary help**

**Call 0344 893 9011**

**We** can help find a vet who can offer treatment if a pet belonging to **you** and/or **your family** is ill or injured.

**Childcare help\***

**Call 0344 893 9011**

**We** can help **you** and **your family** find a range of childcare options in **your** area if an unforeseen event occurs (such as illness or injury to **you**) and alternative childcare arrangements are needed.

**Home help\***

**Call 0344 893 9011**

**We** can help **you** and **your family** find cleaning staff, au pairs and housekeepers if **you** need assistance to run **your** home in a crisis (such as illness or injury to **you**).

\* **We** can provide **you** with contact details for these services 24 hours a day seven days a week, but most of them only work during standard office hours. Outside of these times, **we** will contact them for **you** the next working day and arrange to call **you** back.

To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service.

When phoning, please tell **us** **your** policy number and that **your** policy is provided by Select & Protect.

**We** cannot accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

## 2. Online law guide and document drafting

**You** and **your family** can find plenty of useful legal advice and guidance for dealing with legal issues on the website, [www.dashouseholdlaw.co.uk](http://www.dashouseholdlaw.co.uk). **You** and **your family** can also buy legal documents from the site, ranging from simple consumer complaint letters to wills.

## 3. Help with your legal problems

Where this Legal Expenses option has been selected by **you** and a legal issue faced by **you** and/or **your family** cannot be dealt with through the Legal advice service described above, phone **us** and **we** will give **you** a reference number. Contact details can be found on page 1. At this point **we** will not be able to tell **you** whether **you** are covered but **we** will pass the information **you** have given **us** to **our** claims-handling teams and **we** will explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

COVER	EXCLUSIONS
<p><b>We</b> will pay an appointed representative, on <b>your</b> behalf, costs and expenses incurred following an insured incident (see below), provided that:</p> <ol style="list-style-type: none"> <li>1. reasonable prospects exist for the duration of the claim</li> <li>2. the date of occurrence of the insured incident is during the period of insurance</li> <li>3. any legal proceedings will be dealt with by a court, or other body which <b>we</b> agree to, within the countries covered, and</li> <li>4. the insured incident happens within the countries covered.</li> </ol> <p>In respect of an appeal or the defence of an appeal, <b>you</b> must tell <b>us</b> within the time limits allowed that <b>you</b> want to appeal.</p> <p>Before <b>we</b> pay the costs and expenses for appeals, <b>we</b> must agree that reasonable prospects exist.</p> <p>For an enforcement of judgment to</p>	<p>(a) In the event of a claim, if <b>you</b> decide not to use the services of a preferred law firm, <b>you</b> will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by <b>us</b>.</p> <p>(b) The first £250 of any claim for legal nuisance or trespass. <b>You</b> must pay this as soon as <b>we</b> accept the claim.</p> <p>(c) the most <b>we</b> will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000</p> <p>(d) the most <b>we</b> will pay in costs and expenses is no more than the amount <b>we</b> would have paid to a preferred law firm</p> <p>(e). Late reported claims - A claim where <b>you</b> have failed to notify <b>us</b> of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or <b>we</b> consider <b>our</b> position has been prejudiced.</p> <p>(f). Costs <b>we</b> have not agreed - Costs and expenses incurred before <b>our</b> written acceptance of a claim.</p>

recover money and interest due to **you** after a successful claim under this policy, **we** must agree that reasonable prospects exist.

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in costs and expenses is the value of the likely award.

(g). Court awards and fines - Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

(h). Legal action **we** have not agreed - Any legal action **you** take that **we** or the appointed representative have not agreed to, or where **you** do anything that hinders **us** or the appointed representative.

(i). Group litigation order - Any claim where **you** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same cause which could result in the court making a Group Litigation Order.

(j). Defamation - Any claim relating to written or verbal remarks that damage **your** reputation.

(k). A dispute with DAS - A dispute with **us** not otherwise dealt with under policy condition 8.

(l). Judicial review - Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

(m). Nuclear, war and terrorism risks - A claim caused by, contributed to or arising from:

(i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

(ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

(iii) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, , or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000

(iv) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

(n) Litigant in person – Any claim where an insured person wants conduct of their own claim as defined by the Solicitors Regulation Authority (Code of Conduct: Rule 20).

INSURED INCIDENTS	EXCLUSIONS
<p>1. Employment disputes</p> <p>A dispute relating to <b>your</b> contract of employment.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• employer’s disciplinary hearings or internal grievance procedures</li> <li>• any claim relating solely to personal injury</li> <li>• a compromise agreement while <b>you</b> are still employed.</li> </ul>
<p>2. Contract disputes</p> <p>A dispute arising from an agreement or an alleged agreement which <b>you</b> have entered into in a personal capacity for:</p> <ul style="list-style-type: none"> <li>(a) buying or hiring in goods or services</li> <li>(b) selling goods.</li> </ul> <p>Please note that:</p> <ul style="list-style-type: none"> <li>(i) <b>you</b> must have entered into the agreement or alleged agreement during the period of insurance, and</li> <li>(ii) the amount in dispute must be more than £100.</li> </ul>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>a) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT)</li> <li>b) the settlement payable under an insurance policy (<b>we</b> will cover a dispute if <b>your</b> insurer refuses <b>your</b> claim, but not for a dispute over the amount of the claim)</li> <li>c) a dispute arising from any loan, mortgage, pension, investment or borrowing</li> <li>d) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or <b>buildings</b>. However, <b>we</b> will cover a dispute with a professional adviser in connection with these matters.</li> </ul>
<p>3. Personal injury</p> <p>A specific or sudden accident that causes <b>your</b> death or bodily injury to <b>you</b>.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• illness or bodily injury that happens gradually</li> <li>• psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused bodily injury to <b>you</b></li> <li>• defending <b>your</b> legal rights, but <b>we</b> will cover defending a counter-claim</li> <li>• clinical negligence.</li> </ul>
<p>4. Clinical negligence</p>	<p>A claim relating to the following:</p>



<p>An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to <b>you</b>.</p>	<ul style="list-style-type: none"> <li>the failure of alleged failure to correctly diagnose <b>your</b> condition</li> </ul> <p>psychological injury or mental illness that is not associated with <b>you</b> having suffered bodily injury.</p>
<p>5. Property protection</p> <p>A civil dispute relating to property <b>you</b> own, or are responsible for (including <b>your</b> main and holiday home) following:</p> <ul style="list-style-type: none"> <li>(a) an event which causes physical damage to such property but the amount in dispute must be more than £100</li> <li>(b) a legal nuisance (meaning any unlawful interference with <b>your</b> use or enjoyment of <b>your</b> land, or some right over, or in connection with it)</li> <li>(c) a trespass.</li> </ul> <p>Please note that <b>you</b> must have established the legal ownership or right to the land that is the subject of the dispute.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>(i) a contract <b>you</b> have entered into</li> <li>(ii) any building or land except <b>your</b> main or holiday home</li> <li>(iii) someone legally taking <b>your</b> property from <b>you</b>, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>your</b> property by any government or public or local authority</li> <li>(iv) work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage</li> <li>(v) mining subsidence</li> <li>(vi) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from <b>you</b> or of which <b>you</b> are trying to take possession)</li> <li>(vii) the enforcement of a covenant by or against <b>you</b>.</li> </ul> <p>Defending a claim relating to an event that causes physical damage to property, but <b>we</b> will cover defending a counter-claim.</p> <p>The first £250 of any claim for legal nuisance or trespass. This is payable by <b>you</b> as soon as <b>we</b> accept the claim.</p>
<p>6. Tax protection</p> <p>A comprehensive examination by HM Revenue &amp; Customs that considers all areas of <b>your</b> self-assessment tax return, but not enquiries limited to one or more specific area(s).</p>	<ul style="list-style-type: none"> <li>Any claim if <b>you</b> are self-employed, or a sole trader, or in a business partnership.</li> <li>An investigation or enquiries by HM Revenue &amp; Customs Specialist Investigations or the HM Revenue &amp; Customs Prosecution Office.</li> </ul>

<p>7. Jury service and court attendance.</p> <p><b>Your</b> absence from work:</p> <ul style="list-style-type: none"> <li>(a) to attend any court or tribunal at the request of the appointed representative</li> <li>(b) to perform jury service</li> <li>(c) to carry out activities specified in <b>your</b> identity theft action plan under-insured incident 9 Identity theft.</li> </ul> <p>The maximum <b>we</b> will pay is <b>your</b> net salary or wages for the time that <b>you</b> are absent from work less any amount the court gives <b>you</b></p>	<p>Any claim if <b>you</b> are unable to prove <b>your</b> loss.</p>
<p>8. Legal defence</p> <p>Costs and expenses to defend <b>your</b> legal rights:</p> <p>(a) if an event arising for <b>your</b> work as an employee leads to</p> <ul style="list-style-type: none"> <li>(i) <b>you</b> being prosecuted in a court of criminal jurisdiction</li> <li>ii) civil action being taken against <b>you</b> under: <ul style="list-style-type: none"> <li>- discrimination legislation</li> <li>- section 13 of the Data Protection Act 1998</li> </ul> </li> </ul> <p>(b) if an event leads to <b>you</b> being prosecuted for an offence connected with the use or driving of a motor vehicle.</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>i. parking or obstruction offences</li> <li>ii. <b>you</b> driving a motor vehicle that <b>you</b> do not have valid motor insurance for.</li> </ul>
<p>9. Identity theft protection</p> <p>(a) Following a call to the identity theft helpline service <b>we</b> will assign a personal caseworker who will provide phone advice and a personal action plan to help regain <b>your</b> identity.</p> <p>(b) If <b>you</b> become a victim of identity theft, <b>we</b> will pay the costs <b>you</b> incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. <b>We</b> will also pay the cost of</p>	<p>A claim relating to the following:</p> <ul style="list-style-type: none"> <li>• fraud committed by anyone entitled to make a claim under this policy</li> <li>• losses arising from <b>your</b> business activities.</li> </ul>

replacement documents to help restore **your** identity and credit status.

**(c)** Following **your** identity theft **we** will pay:

(i) legal costs to reinstate **your** identity including costs for the signing of statutory declarations or similar documents

(ii) legal costs to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against **you** arising from identity theft

(iii) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

**Please note that:**

(1) **you** must notify **your** bank or building society as soon as possible

(2) **you** must tell **us** if **you** have previously suffered identity theft, and

(3) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

## Policy conditions relating to this Legal Expenses Section

### 1. Your legal representation

(a) On receiving a claim, if legal representation is necessary, **we** will appoint a preferred law firm or in-house lawyer as **your** appointed representative to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

(b) If the appointed preferred law firm or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the appointed representative.

(c) If **you** choose a law firm as **your** appointed representative who is not a preferred law firm, **we** will give **your** choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most

**we** will pay is the amount **we** would have paid if they had agreed to the DAS Standard Terms of Appointment.

(d) The appointed representative must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

## **2. Your responsibilities**

(a) **You** must co-operate fully with **us** and the appointed representative.

(b) **You** must give the appointed representative any instructions that **we** ask **you** to.

## **3. Offers to settle a claim**

(a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.

(b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further legal costs.

(c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

(d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as costs and expenses and payable to **us**.

## **4. Assessing and recovering costs**

(a) **You** must instruct the appointed representative to have legal costs taxed, assessed or audited if **we** ask for this.

(b) **You** must take every step to recover costs and expenses and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

## **5. Cancelling an appointed representative's appointment**

If the appointed representative refuses to continue acting for **you** with good reason, or if **you** dismiss the appointed representative without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another appointed representative.

## **6. Withdrawing cover**

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the appointed representative, **we** can withdraw cover under this section 12 and will be entitled to reclaim from **you** any costs and expenses **we** have paid.

## **7. Expert opinion**

**We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

## **8. Arbitration**

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure, **you** can contact the

Financial Ombudsman Service for help. Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

## 9. Keeping to the policy terms

**You** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for, in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:

- (a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

## 11. Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

## 12. Other insurances

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

# Section 13: Conditions and Exclusions

(relating to sections 3 to 10 inclusive)

## Policy Exclusions

This insurance does not cover:

### General

Any loss (including reduction in market or sentimental value) resulting from repair or replacement of lost or damaged property or any costs not directly incurred as a result of the loss.

### Wear and tear

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by or resulting from wear and tear, viruses, disease, gradual deterioration, cleaning, restoring, reproofing, light, atmosphere, parasites, depreciation, repairs necessary in the normal course of maintenance, corrosion, rusting, damp, mould insects, vermin, fungus, condensation, fading, frost or any or gradually operating cause, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

### Defective construction or design

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

### Existing and deliberate damage

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **insurance period** starts or caused deliberately by **your family**.

### Illegal activities

Any direct or indirect loss or damage caused as a result of the **buildings** being used for illegal activities.

### Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

### Riot, Theft and malicious acts

Any loss or damage resulting from theft, attempted theft or malicious acts by **your** or any member of **your family**

### Date change and computer viruses

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.

Legal expenses, legal benefits and/or liability arising directly or indirectly from:

- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses;

but any claim for legal expenses / benefits to pursue compensation for personal injury is not excluded.

Note: For the purposes of this exclusion:

- Equipment includes computers and anything else insured by this policy which has a microchip in it.
- Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.
- Microchips include integrated circuits and microcontrollers.
- Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

### **Pollution or contamination**

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and, which occurs during any **insurance period**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

### **Radioactive contamination**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

### **Sonic bangs**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

### **Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

**We** will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;

3. death or injury to any person;  
directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;
- terrorism; and/or
  - steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### **War Exclusion**

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

## **Policy Conditions**

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

### **Taking care**

**You** and **Your family** must take all reasonable steps to avoid incurring liability and prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in good repair.

### **Information and Changes we need to know about**

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out and make changes to **your** policy including at renewal.

In addition, using the contact details on the front of the policy schedule, **you** must tell **us** as soon as possible (and within a maximum of 30 days) of **you** becoming aware of any of the following changes:

- any change of the people insured, or to be insured under the policy;
- **you** are going to move home permanently;
- someone other than **you** and **your family** is going to live in the home;
- the home is going to be used for short periods each week or as a holiday home;



- **your** home is going to be **unoccupied** for more than 30 days (please be aware that within this policy booklet, the word **unoccupied** has the specific meaning defined on page 77).
- work is to be done on the home which is not routine repair, maintenance or decoration, for example, any structural alteration or extension to the home (where **you** have opted for cover under section 3 - **Buildings**);
- the number of bedrooms in the home has changed (where **you** have opted for cover under section 3 - **Buildings**);
- **you** or any member of **your family** has received a conviction or caution for any offence except for a driving offence;
- any increase in the value of **your** items covered (where **you** have selected cover under any of the options 5 to 10 inclusive);
- the cost of rebuilding **your buildings** in the same way, size, style and appearance, including fees and related costs (where **you** have selected for cover under option 3 - **Buildings**);
- any change or addition to the property and items to be insured that results in the need to increase the limits that are shown on **your** policy schedule;
- any part of the home is going to be used for any trade, professional or business purposes, noting that there is no need to tell **us** about trade, professional or business use if:
  - the trade, professional or business use is purely clerical in nature; and
  - **you** do not have staff employed to work from the home; and
  - **you** do not have any visitors to the home in connection with **your** trade, profession or business; and
  - **you** do not keep any business money or stock in the home.

**You** do not need to tell **us** about internal alterations to **your** property that do not result in the need to increase the amounts insured on **your** policy.

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. If **you** are in any doubt on what **you** need to tell **us**, **we** recommend that **you** contact **us** for guidance since if **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted and **we** will be entitled to reject payment of a claim, or a claim payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### **Fraud**

If dishonesty, exaggeration or false documentation is used by **you**, **your family** or anyone acting on behalf of **you** or **your family** to obtain or support:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

### **Transferring your interest in the policy**

**You** cannot transfer **your** interest in this policy to anyone else without **our** written permission.

### **Cancelling the policy**

**Your** policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period.

If **you** wish to cancel the policy within 14 days of receiving the policy schedule (or within 14 days of cover starting under this policy if this is later), please see 'Changing **your** mind' on page 7.

If **you** wish to cancel **your** policy after the initial 14 day period, please email, call or write to **us** using the details shown at the front of this policy booklet. Provided that **you** have not made a claim in the current **insurance period**, **we** will refund the premium that **you** have paid for the unexpired section of the current **insurance period**.

**We** can cancel (or change the terms and conditions) of this policy by giving **you** at least 14 days' notice at **your** last known address. This will not affect **your** right to make a claim for any event that happened before the date of cancellation or change in terms and conditions. If **we** cancel the policy **we** will refund the premium that **you** have paid for the remainder unexpired section of the current **insurance period**. In the case of fraud or if a claim has been made no refund will be provided, please check the fraud section above for further information.

**You** may have asked and **we** may have agreed for **your** annual premium and **policy administration fee** to be funded by making monthly payments under a Credit Agreement, governed by the Consumer Credit Act 1974. **Your** insurance contract and any supporting loan agreement are separate (see 'The Insurance Contract' on page 6). In the event that the supporting loan agreement is terminated for any reason, **we** will terminate the insurance policy if **you** have not contacted **us** and paid the full outstanding annual cost of **your** policy to **us** within 7 days. The date of this policy termination will be based upon the period of policy cover that has been funded by **you**, after the full **policy administration fee** has been deducted. This date could be significantly earlier than the date on which the supporting loan arrangement was cancelled and may mean that the policy is cancelled back to the start date. Cancellation, default or other charges may apply to the supporting loan arrangement.

With the exception of cancellation within the initial 14 day period, the policy **administration fee** is not refundable.

### **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 **insurance period** **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 **insurance period**, provided no claims have been paid or are outstanding.

## Claims Conditions

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

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

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 67 below.

**You** should also check the information on 'How we settle claims' for each option of **your** policy which covers the loss or damage, e.g. Core-contents or **buildings** (from page 68).

### Rights and responsibilities

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

**You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **We** have the right, if **we** choose, in **your** name but at **our** expense to:

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

**You** must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **We** may ask **you** to help **us** with legal action against anyone or help **us** defend any legal action.

When **you** call **us**, at **our** option **we** will:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible.

### Other insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

# How to make a claim

**The following relates to Sections 3 to 10 inclusive.** See pages 10, 46 and 49 regarding claims for Home Emergencies (section 11) and pages 10 and 53 regarding claims for Legal Expenses (section 12).

**From 1st December 2015 your policy underwriter will be handling all new claims. Please refer to your Schedule of Insurance for this information and call them directly on the number shown below. If your underwriter is:**

- **Ageas or Optima**, please call 0370 241 2719 (24 hours a day, 365 days a year)
- **Aviva**, please call 0800 012 345 (24 hours a day, 365 days a year)
- **Covéa Insurance**, please call 0330 024 2255 (24 hours a day, 365 days a year)
- **Royal & Sun Alliance**, please call 0121 275 2691(24 hours a day, 365 days a year).

Please have the policy number or postcode handy when **you** call. Telephone calls may be recorded and/or monitored.

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

If **you** or **your family** are the victim of theft, riot, a malicious act or vandalism, or if **you** or **your family** lose something away from the home, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in the case of riot tell **us** immediately.

If someone is holding any of **your family** responsible for an injury or any damage, no one in **your family** must admit responsibility. Give **us** full details in writing as soon as **You** can and any claim form, application notice, legal document or other correspondence sent to **your family** must be sent to **us** straightaway without being answered.

For all other claims, tell **us** as soon as **you** can.

**You** should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect the damage.

Please see the 'Policy Conditions and Exclusions' from page 61, the 'Claims Conditions' from page 66 and 'How we settle claims' below for further information about making a claim. Where a liability claim may arise, **you** should neither admit nor deny responsibility for an incident

While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that maybe required concerning the cause and value of any claim. Ideally, as part of the initial notification, **we** will need to know:

- **Your** name, address, home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable

- Names and addresses of any other parties involved or responsible for the incident (including details of any injuries) and addresses of any witnesses, where applicable.

This information will enable **us** to make an initial evaluation on policy cover and claim value. **We** may also ask for additional information depending upon the circumstances and value of **your** claim which may include the following:

- Original purchase receipts, invoices, instruction booklets, photographs or other means of validating the claim
- Purchase dates of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert of the extent of damage to an item **you** are claiming.

Sometimes **we** may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

## How we settle claims (sections 3 to 10)

### Matching items

**We** will not pay for:

- any loss of value to undamaged items in a matching set as a result of another item in the set being lost or damaged;
- replacing or changing undamaged items which belong to a set or suite or which have a common design or use when the damage is restricted to a specific part or clearly defined area. For example each separate item of a matching set of sanitary fittings, carpets, fitted kitchen units, matching sofas and chairs or other fixtures and fittings is regarded as a single item.

**We** will only pay for lost or damaged items and not for the cost of replacing, recovering or remodelling undamaged pieces, or pieces which have not been lost or damaged.

Where **you** have to pay an **excess** this will be taken off the amount of **your** claim. Where **you** make a claim under more than one section within this policy arising from a single incident, a single **excess** will apply. The amount of this **excess** will be the higher of the **excess** amounts applicable to the policy sections under which the claim is paid.

Where a policy limit applies, and **your** claim under that section exceeds this limit (such as the £1,000 limit for visitors' personal belongings within the Core-contents section), the **excess** will be applied first, followed by the limit.

### How we settle claims for Buildings (sections 3 and 4)

**We** will pay for the cost of work carried out in repairing or replacing the damaged parts of the **buildings**, together with the agreed fees and related costs, up to the market cost of such repairs and fees. At **our** option **we** will arrange for specialist investigations to be carried out.

If the repair or replacement is not carried out **we** will pay the decrease in market value of the **buildings** due to the damage or at **our** option **we** will make a cash settlement but **we** will not pay more than it would have cost **us** to repair the damage

to the **buildings** if the repair work had been carried out without delay. No allowance will be made for VAT when a cash settlement is made.

Repairs carried out by **our** preferred suppliers and insured under the **Buildings** option or the **Buildings Accidental Damage** option of this policy are guaranteed for 12 months in respect of quality of workmanship.

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

The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to the **buildings** in the same way, size, style and appearance as when they were new, but not more than the limit of liability shown on the policy schedule or the limits in this policy wording.

### **How we settle claims for core-contents, personal items, technology & entertainment equipment, pedal cycles and garden items.**

If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through **our** preferred suppliers, or at **our** option, **we** will pay the replacement cost of a new item of similar quality. A deduction for wear and tear will be made in respect of clothing and household linen.

If **we** agree at **your** request not to repair or replace an item, at **our** option **we** will make a cash or voucher settlement no greater than the cost **we** would have paid for replacement or repair through **our** preferred suppliers.

**We** will not pay for any loss of value to any item which **we** have repaired or replaced.

The most **we** will pay for any one claim is the amount it will cost **us** to replace **your** items insured under the options **you** have selected as new but not more than the limit of liability or any limits shown on the policy schedule or in this policy wording.

If loss or damage happens and the limit of liability on the policy schedule is less than the cost of replacing **your** items as new **we** will, where appropriate, take off an amount for wear and tear from the cost of the new item unless the item can be economically repaired when only the cost of the repair will be paid.

### **Under insurance**

On **your** Policy Schedule, **you** will see the limits of **our** liability for each option that **you** have selected - this is the most that **we** will pay in the event of a claim under that option.

Having an inadequate limit of liability (being 'under-insured') could affect any settlement that **you** receive in the event of a claim. This applies at the start and throughout the period of cover, so **we** recommend that **you** review this at least annually.

### **Buildings**

Needs to be sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the professional fees and additional

costs as set in **your buildings** cover – Section 3 cover 11. If **you** do not comply with either of the above **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, or refuse to pay **your** claim and/or cancel the policy.

### **Contents**

If at the time of the loss or damage the limit for contents shown on **your** schedule is not adequate to replace all the contents as new, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, refuse to pay **your** claim and/or cancel the policy.

## **No claim discount**

If no incident occurs during the **insurance period** which results in a claim under the **Buildings**, Core-contents, Personal Items, Technology & Entertainment, Pedal Cycle or **Garden** options a no claims discount will be applied to the premium or **your** existing no claim discount will increase, in line with **our** scale at the renewal of the policy.

For each incident that occurs during the **insurance period** which results in a claim under the **Buildings**, Core-contents, Personal Items, Technology & Entertainment, Pedal Cycle or **Garden** options, **your** no claim discount may reduce or be removed in line with **our** scale at the renewal of the policy.

**You** cannot transfer **your** No claim discount to anyone else.

## **Language and communication**

All communication relating to this policy will be in English

## Section 14: How to make a Complaint

### Our Complaints process

Select & Protect aims to provide an exemplary service to all **our** customers. If **our** standards fall short of these expectations **we** will investigate why, to both resolve the issue for the customer that brought the matter to **our** attention and to help **us** to meet or exceed **our** customers' expectations in future.

### Contact Select & Protect

If **you** are unhappy with the handling of **your** insurance, please contact **us** at:

Select & Protect  
PO Box 5730  
Southend-on-Sea  
SS1 2ZT

Telephone: 0345 345 6800 (Monday-Friday 8am-6pm and Saturday 9am-2pm)  
Email: [customer.relations@select-protect.co.uk](mailto:customer.relations@select-protect.co.uk)

If **your** complaint is in regards to a claim please contact **your** underwriter on the below details. **Your** underwriter is noted on **your** schedule of insurance.

Ageas or Optima – 0370 241 2719  
Aviva – 0800 012 345  
Royal & Sun Alliance – 0121 275 2691  
Covéa Insurance – 0330 221 0444

03 numbers are charged at national call rates and included in inclusive minute plans from landlines and mobiles. Calls may be monitored and/or recorded.

### How to refer your complaint to the Financial Ombudsman Service (FOS)

If when **you** get the final written response, **you** are not satisfied, **you** have the right to refer **your** complaint to the Financial Ombudsman Service. **You** must do this within 6 months of receiving the final written response;

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

Whilst **we** are bound by the decision of the FOS, **you** are not. Following these steps will not affect **your** right to take legal action.



# Section 15: Data Protection: Information Uses

## Data Protection: Information Uses

Select & Protect Home Insurance is administered by a company called Hood Group Limited.

In this privacy notice, 'we' 'us' and 'our' refers to Hood Group Limited and its subsidiaries unless otherwise stated. It sets out how Hood Group Limited uses your personal data.

## Who We Are

At Select & Protect we respect your privacy and are committed to protecting the confidentiality of your personal data. We collect and process your personal data in line with all relevant Data Protection legislation.

Under such legislation, the Data Controllers of your personal data are:

- Hood Group Limited, trading as Select & Protect (“Select & Protect”)

Select & Protect Insurance is administered by Hood Group Limited. Hood Group Limited administers all aspects of your Residential Insurance Policy except for those provided by the Insurer. When you provide information to us, you are giving your information to Hood Group Ltd and its subsidiary companies. If you want to find out more about Hood Group Limited, please see:

<http://www.hoodgroup.co.uk/>

- Your Insurance Intermediary

Your insurance broker or Adviser (or in some cases Introducer) arranges your Select & Protect Home Insurance policy and provides Hood Group Limited with all your personal information you have provided to them as part of your application process.

- The Insurer shown on your Insurance Policy Schedule (see below)

The Insurer underwrites your Residential Insurance Policy and handles any claims.

Select & Protect work with a panel of Insurers, your Insurance Intermediary will help you select the best insurer from this panel for your specific needs.

The panel of Insurers for Select & Protect Home Insurance are:

- AVIVA Insurance Limited (“AVIVA”)

If AVIVA is the insurer named on your policy schedule and you would like to find more about how AVIVA will use your personal data, please see the AVIVA privacy policy at:

<https://www.aviva.co.uk/legal/privacy-policy.html>

- Covea Insurance Plc (“Covea”)

If Covea is the insurer named on your policy schedule and you would like to find more about how Covea will use your personal data, please see the Covea privacy policy at:

<https://www.coveainsurance.co.uk/privacy-statements-and-cookies/>

- Royal Sun Alliance Insurance Group Plc (“RSA”)

If RSA is the insurer named on your policy schedule and you would like to find more about how RSA will use your personal data, please see the RSA privacy policy at:

<http://www.rsagroup.com/support/legal-information/privacy-policy/>

This Select & Protect Privacy Policy may be updated from time to time to reflect developments in Data Protection legislation.

## **How We Use Your Information**

The personal data you or your intermediary provide to Hood Group Limited will only be used for the purpose for which it was collected. The legal basis for this processing your personal data is to provide you with a contract or service, as a legitimate interest of our business or where appropriate, with your express consent.

We use your personal data for the purposes of providing you with insurance, which includes:

- Assessing financial and Insurance risks
- Handling claims
- Offering you renewal of your policy
- Research or statistical purposes
- Developing and testing product and services
- Providing you with information, products or services that you request from us
- Safeguarding against fraud and money laundering
- Meeting our general legal or regulatory obligations
- Any other related purpose

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or our business relationship with you, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall inform you of this.

## **What Information We Collect and How**

We will collect names, addresses and other contact details provided by you when you contact us with a question, to obtain a quotation for one of our products or to provide you with your

insurance policy. We will also collect information we need to identify you, financial information and other relevant information required to set up and administer your insurance policy.

We may also collect personal data about other individuals to be named on the insurance policy. Before you provide us with any personal data about a third party you must obtain consent from the individual(s) concerned and ensure to keep them advised about how their personal data will be processed.

When you contact us online or by phone, we may collect your electronic information identifier, for example your Internet Protocol (IP) address or telephone number supplied by your service provider. For your protection, all calls to customer service are recorded.

### **Sensitive Information**

Some of the information we ask you for may be more sensitive in nature. We will not use such sensitive personal data about you except for the specific purpose for which you provide it.

### **Who We Share Your Information With**

We share your information with your Intermediary and the insurer named on your policy schedule in providing you with your Select & Protect Home insurance policy. We do not disclose your information to anyone outside Hood Group Limited except where we have your express permission; or where we are required or permitted to do so by law; or fraud prevention agencies and other companies that provide a service to us.

These include our group companies, brokers, agents, third party administrators, underwriters, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external accountants and auditors, regulatory authorities, and as may be required by law.

All personal data is treated with the utmost confidentiality and with appropriate levels of security. In some circumstances, we may transfer your personal data outside the European Economic Area ("EEA"). Where we transfer your personal data outside of the EEA, we will ensure that it is treated securely and in accordance with all Data Protection legislation.

### **Credit Reference Agency**

Your data will be provided to LexisNexis Risk Solutions to carry out a credit check with a credit reference agency in order to provide you with a tailored quote suited to your needs. This will leave a soft footprint on your credit file, which only you can see and so will not have a negative effect on your credit score. The search will be made using full electoral roll, public information and previous search records and a record of the search will be retained by the credit reference agency. The search will be recorded on your credit report in the name of LexisNexis Risk Solutions.

### **Fraud Prevention Agencies**

If we identify or suspect fraud as a result of false or inaccurate information you have provided, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when Checking details on applications for credit and credit

related or other facilities; checking details on proposals and claims for all types of insurance; checking details of job applicants and employees.

## **Claims History**

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) managed by LexisNexis Risk Solutions. Under the conditions of your policy, you may be required to tell us about any incident (e.g. accident, fire, theft or malicious damage) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

## **Automated Decision Making**

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us to decide whether to offer the insurance and determine prices.

An example is when you buy a Residential insurance product, we may accept or reject a potential policyholder for cover based on their age. We do not offer insurance for customers above a certain age in the UK. If accepted, the automated calculation of a person's age may be used to calculate the premium payable.

If you have any concerns regarding the decision reached, please let us know at the contact details set out below and we will arrange for a person to check the accuracy of the result.

## **Your Rights**

You have the right to ask us not to process your personal data for marketing purposes at any time, to request a copy of the personal data we hold about you, to have your personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to challenge any automated decision making (under certain circumstances) or to ask us to provide a copy of your data to any controller. You also have the right to make a complaint with the Information Commissioners Office. These rights apply whether we hold your personal data on paper or in electronic format.

## **How To Contact Us**

If you would like any further information about how we process your personal data or your rights please contact:

Data Protection Officer,  
Hood Group Limited  
1st Floor Maitland House  
Warrior Square  
Southend on Sea  
Essex  
SS1 2JY

You may also email us at [dpo@hoodgroup.co.uk](mailto:dpo@hoodgroup.co.uk)

## Section 16: Policy Limits

The most we will pay in respect of any one claim is:

<b>BUILDINGS OPTION</b>	<b>LIMIT OF LIABILITY</b>
Total	The Limit of liability shown on the policy schedule
Alternative accommodation – Cover 10	£40,000
Locks and keys – Cover 13	£750
Emergency services – Cover 14	£1,000
Legal liability as a property owner – Cover 16	£2,000,000
Legal liability - defective premises – Cover 17	£2,000,000

<b>BUILDINGS ACCIDENTAL DAMAGE OPTION</b>	<b>LIMIT OF LIABILITY</b>
Total	The Limit of liability shown on the policy schedule

<b>CORE-CONTENTS OPTION</b>	<b>LIMIT OF LIABILITY</b>				
Total	The Limit of liability shown on the policy schedule				
<b>Visitor's items</b>	£500				
Office equipment, office furniture and office stationery	£5,000				
The cost of reinstating personal documents and title deeds	£2,500				
<b>High Risk items</b> The most <b>we</b> will pay for high risk items (clocks, paintings, works of art, stamp and coin collections) is based on the limit of liability for Core-contents (as shown on the policy schedule), in accordance with this table (right).  The most <b>we</b> will pay for any single high risk item is based on the limit of liability for Core-contents (as shown on the policy schedule), in accordance with this table (right).	Total Core-contents Selected	£10,000	£25,000	£50,000	£75,000
	Maximum total of high risk items	£5,000	£10,000	£15,000	£25,000
	Maximum for any single item	£3,000	£5,000	£7,500	£10,000
Theft from any detached outbuilding, garage, shed or greenhouse. –	£2,000				

Covers 6 and 7	
Wedding, Civil Partnership and Birthday gift increases – Cover 12	£3,000
Religious festivals gift increase – Cover 13	£3,000
Freezer food – Cover 14	£1,000
Temporary removal – Cover 15	£20,000 in total (max £5,000 per <b>family</b> member)
Core-contents in the open – Cover 16	£750
Emergency services – Cover 17	£1,000
Alternative accommodation – Cover 18	£10,000
Tenants liability – Cover 19	£10,000
Tenants improvements – Cover 20	£10,000
Locks and keys – Cover 21	£750
Legal liability – Cover 22	£2,000,000
Legal liability to employees -Cover 22	£10,000,000

CORE-CONTENTS ACCIDENTAL DAMAGE OPTION	LIMIT OF LIABILITY
Total	The Limit of liability shown on the policy schedule
Loss of liquid petroleum gas or oil – Cover 4	£2,000 each
Loss of metered water – Cover 5	£5,000

TECHNOLOGY & ENTERTAINMENT OPTION	LIMIT OF LIABILITY
Total	The Limit of liability shown on the policy schedule
Theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.	£2,000
Items left in an unattended motor vehicle	£1,500
Music, film or electronic data downloads	£2,500

PERSONAL ITEMS OPTION	LIMIT OF LIABILITY
Total	The Limit of liability shown on the policy schedule
Theft or attempted theft from any detached outbuilding, garage, shed or greenhouse.	£2,000
Money	£500
Credit cards	£500 (in most cases, <b>you</b> will only be liable to <b>your</b> bank or building society for the first £50 per card)
Items left in an unattended motor vehicle	£1,500
Total of personal items: which are <b>not</b> separately described on the policy schedule	The limit of liability relating to unspecified personal items shown on the policy schedule
Any one item which is <b>not</b> separately described on the policy schedule.	The limit of liability relating to unspecified personal items or £3,000, whichever is less.
Specified personal items:	The limit of liability relating to unspecified personal items shown on the policy schedule
Any one item which is separately described on the policy schedule	The limit of liability for the item shown on the policy schedule.

GARDEN OPTION	LIMIT OF LIABILITY
Total	The Limit of Liability shown on the policy schedule.
Re-landscaping <b>gardens</b>	£5,000

PEDAL CYCLE OPTION	LIMIT OF LIABILITY
Total	The Limit of liability shown on the policy schedule
Unspecified pedal cycles - pedal cycles which are not separately described on the policy schedule	£1,500 for any one cycle
Specified pedal cycles (pedal cycles which are separately described on the policy schedule).	The limit of liability for the item shown on the policy schedule.

## Section 17: Words and Phrases with Special Meanings

Some words have a special meaning in the policy and these are listed below. Whenever a word with a special meaning is used in the policy it will be printed in bold type. There are some other words and phrases with special meanings that are only used in section 11 and in section 12; those words are listed in the relevant section.

**Accidental damage** - sudden, unexpected and visible damage caused by something external to the damaged item in a single identifiable event and which has not been caused on purpose.

**Buildings** (parts a and b) have the meanings given to them in the **Buildings** section (page 11)

**Excess** - the first part of any claim that **you** must pay. For most sections this **excess** will be an amount selected by **you**, subject to a minimum of £150. **You** can change this at any time by calling **us** - Increasing the **excess** will reduce the premium that **you** pay. Specific **excess** amounts apply to certain covers, such as the £1,000 **excess** applying to claims arising from subsidence, heave or landslip, as shown on **your** policy schedule.

**Garden/Garden Items** have the meanings given to them in the **Garden** section (see page 41)

**Insurance period** - The period shown on the policy schedule and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium.

**Insurance premium** - The amount paid by **you** for **your** insurance cover which when added to the Insurance Premium Tax (IPT) and **policy administration fee**, determines the total cost of **your** policy. The **Insurance Premium** and IPT is collected by Select & Protect as **our** agent.

**Policy administration fee** - The amount charged and retained by Select & Protect for the services provided to **you** in setting up and administering the policy.

**Unoccupied** - not lived in by **you** and/or **your family** and/or any other persons with **your** permission for the number of consecutive days stated where this word is used in this policy booklet. Note that occasional visits to the home (including overnight stays) do not constitute the house being lived in and do not prevent the home being considered **unoccupied**.

**Visitor's Items** - Items belonging to visitors to **your** home, during the course of that person's visit, which if they were owned by **you** would fall within the Core-contents, Personal Items or the Technology and Entertainment options.

**You/Your** - The person(s) named as policyholder on the policy schedule.

**Your family** - **you** or any of the following people providing they normally live with **you**:

- **your** husband, wife or partner;
- children (including foster children);
- **your** relatives;
- **your** domestic employees.

**We/Us/Our** : The insurer(s) indicated on the policy schedule



## Section 18: Index of Items

For full details of the cover offered for these items, please look at the option listed below. If the option has been selected by **you**, this will be shown on the Policy Schedule.

Item	Option
<b>Aerials</b>	Technology & Entertainment
<b>Annexes</b>	Buildings
<b>Barbecues</b>	Garden
<b>Bicycles</b>	Pedal Cycles
<b>Buildings</b>	Buildings
<b>Cameras</b>	Technology & Entertainment
<b>Camping equipment</b>	Personal Items
<b>CD players and other music players</b>	Technology & Entertainment
<b>Clerical business equipment</b>	Core-contents unless falling within the definition of Technology and Entertainment, such as a tablet computer (see page 38)
<b>Clocks</b>	Core-contents (a 'high risk item')
<b>Clothing whilst in the home</b>	Core-contents
<b>Clothing whilst away from home</b>	Personal Items
<b>Collectibles (such as Coins and stamps)</b>	Core- contents
<b>Computers (notebooks, desktops, laptops, palm tops, tablets)</b>	Technology & Entertainment
<b>Contact lenses</b>	Personal Items
<b>Credit Cards</b>	Personal Items
<b>Debit Cards</b>	Personal Items
<b>Decking</b>	Buildings
<b>Digital receivers</b>	Technology & Entertainment
<b>Discs (storing media such as games, music and video)</b>	Technology & Entertainment
<b>Disc player/recorder</b>	Technology & Entertainment
<b>Documents</b>	Core-contents
<b>Drains</b>	Buildings Accidental Damage
<b>Drives – tarmac/paved</b>	Buildings
<b>Electronic cash pre-payment cards</b>	Personal Items
<b>Electronic data downloads</b>	Technology & Entertainment
<b>Fax machines</b>	Technology & Entertainment
<b>Fences</b>	Buildings
<b>Film downloads</b>	Technology & Entertainment
<b>Fixtures &amp; fittings</b>	Buildings
<b>Flowers</b>	Garden

<b>Footpaths</b>	Buildings
<b>Fountains</b>	Buildings if fixed into the ground Garden if a moveable water feature
<b>Freezer food</b>	Core-contents
<b>Game players (hand held &amp; consoles)</b>	Technology & Entertainment
<b>Garages</b>	Buildings
<b>Garden furniture</b>	Garden
<b>Garden lights</b>	Garden
<b>Garden play equipment</b>	Garden
<b>Garden statues</b>	Buildings if fixed into the ground. Garden if a moveable ornament
<b>Garden Storage units</b>	Buildings if fixed into the ground. Garden if moveable
<b>Garden ponds</b>	Buildings
<b>Gardening equipment</b>	Garden
<b>Gates</b>	Buildings
<b>Gazebos</b>	Buildings if fixed into the ground. Garden if an item designed to be temporary or movable
<b>Gift tokens</b>	Personal Items
<b>Glasses- spectacles</b>	Personal Items
<b>Greenhouses</b>	Buildings
<b>Handbags</b>	Personal Items
<b>Hearing aids</b>	Personal Items
<b>Hedges</b>	Garden
<b>High Risk Items (clocks, paintings, works of art, stamp and coin collections)</b>	Core-contents
<b>Household goods</b>	Core-contents
<b>Jewellery</b>	Personal Items
<b>Landscaping</b>	Garden
<b>Laptop computers</b>	Technology & Entertainment
<b>Lawns</b>	Garden
<b>Lawnmowers</b>	Garden
<b>Locks &amp; keys</b>	Buildings & Core-contents
<b>Medals</b>	Personal Items
<b>Metered water</b>	Core-contents
<b>Mobile phones</b>	Technology & Entertainment
<b>Money</b>	Personal Items
<b>Music downloads</b>	Technology & Entertainment
<b>Musical instruments</b>	Technology & Entertainment
<b>Music players/recorders</b>	Technology & Entertainment
<b>Navigation equipment</b>	Technology & Entertainment

<b>Notebook computers</b>	Technology & Entertainment
<b>Office furniture</b>	Core-contents
<b>Office stationery</b>	Core-contents
<b>Oil tanks</b>	Buildings
<b>Outbuildings</b>	Buildings
<b>Paintings</b>	Core-contents (a 'high risk item')
<b>Palm top computer devices</b>	Technology & Entertainment
<b>Paths</b>	Buildings
<b>Patios</b>	Buildings
<b>Paved terraces</b>	Buildings
<b>Pedal cycles and their accessories</b>	Pedal Cycles
<b>Pergolas</b>	Buildings
<b>Personal documents</b>	Core-contents
<b>Phone cards</b>	Personal Items
<b>Pictures</b>	Core-contents
<b>Plants</b>	Garden
<b>Play Equipment designed for garden use</b>	Garden
<b>Ponds</b>	Buildings
<b>Portable media players</b>	Technology & Entertainment
<b>Pots in the garden</b>	Garden
<b>Premium bonds</b>	Personal Items
<b>Printers</b>	Technology & Entertainment
<b>Religious Festivals</b>	Core-contents
<b>Satellite receiver</b>	Technology & Entertainment
<b>Satellite navigation equipment</b>	Technology & Entertainment
<b>Season tickets</b>	Personal Items
<b>Sheds</b>	Buildings
<b>Shrubs</b>	Garden
<b>Spectacles</b>	Personal Items
<b>Sports equipment</b>	Personal Items
<b>Stamp collection</b>	Core-contents (a 'high risk item')
<b>Statues</b>	Buildings if fixed into the ground. Garden if a moveable ornament
<b>Swimming pools</b>	Buildings if fixed into the ground. Garden if a portable play item
<b>Swings</b>	Garden
<b>Tablet Computer devices</b>	Technology and Entertainment
<b>Terraces</b>	Buildings
<b>Televisions</b>	Technology & Entertainment
<b>Tennis courts</b>	Buildings
<b>Title deeds</b>	Core-contents
<b>Traveller's cheques</b>	Personal Items

<b>Travel tickets</b>	Personal Items
<b>Trees</b>	Garden
<b>Video playing/recording equipment</b>	Technology & Entertainment
<b>Videos</b>	Technology & Entertainment
<b>Visitor's items</b>	Core-contents
<b>Walls (garden/boundary)</b>	Buildings
<b>Watches</b>	Personal Items
<b>Water features</b>	Buildings if fixed into the ground. Garden if a moveable water feature
<b>Wheelchairs</b>	Personal Items
<b>Works of Art</b>	Core-contents (a 'high risk item')

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

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

Select & Protect, Maitland House, Warrior Square, Southend-on-Sea, Essex SS1 2JY.  
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