

POLICY TERMS & CONDITIONS



DISCOUNT
insurance

BUILDING & CONTENTS INSURANCE

FOR NON-STANDARD PROPERTIES

RGA Underwriting Ltd

Introduction

Thank **you** for choosing RGA Underwriting Ltd. This is **your** Property Owners Insurance Policy, setting out **your** insurance protection in detail.

Your premium has been based upon the information shown in the **policy Schedule** and recorded in **your statement of fact**.

This insurance offers a comprehensive cover, as well as extended options, please refer to **your** insurance **Schedule** and **statement of fact** for **your** cover level.

If **you** have any questions, please contact **us** on 020 8847 8000 or free phone 0800 294 4522.

This **property** insurance has been arranged by RGA Underwriting Ltd and is insured by Catlin Insurance Company (UK) Ltd.

Catlin Insurance Company (UK) Ltd. are authorised and regulated by the Financial Conduct Authority. Lloyd's Underwriters are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Reference Number 423308). This can be checked on the Financial Conduct Authority's register by visiting their website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

We adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service.

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the Scheme if **we** are unable to meet Our obligations under this contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk.

Your personal details and information provided are also covered by the Data Protection Act.

Building & Contents Insurance

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Your Policy

Welcome to **your** Property Owners Insurance **policy** and thank **you** for choosing **RGA Underwriting Ltd.**

The information **you** have supplied forms part of the contract of insurance with **us, your policy** is evidence of that contract, **you** should read it carefully and keep it in a safe place.

In return for having accepted **your** premium, **we** will, in the event of injury, loss or damage happening within the **period of insurance**, provide insurance as described in the following pages and referred to in **your Schedule**.

If after reading these documents **you** have any questions, please contact RGA Underwriting Ltd.

The Law applicable to this Policy

You are free to choose the law applicable to this **policy**. **Your policy** will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

Information you have given us

In deciding to accept this contract of insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this contract of insurance as if it never existed, decline all claims and retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- i) Treat this contract of insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- ii) Amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- iii) Charge **you** more for **your** contract of insurance or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged you.

We or **your** insurance broker will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to you in respect of the balance of the period of insurance.

Data Protection Act 1998

You should understand that any information **you** have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

Important Telephone Numbers

| | | |
|--|---------------|---|
| Claim Notification Line In the event of a claim telephone us on this number | 0208 587 1071 | If you need to make a claim, we tell you the process to follow. You should also read the Claim Conditions. Please read the conditions and process before ringing the claims line. |
| Customer Services | 0208 587 1066 | |

In order to maintain quality service, telephone calls may be monitored or recorded.

SEVERAL LIABILITY NOTICE

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

08/94

LSW1001 (Insurance)

Definitions

Wherever the following words appear in bold in this contract of insurance they will have the meanings shown in the Definitions

Accidental Damage

Sudden, unintentional and unexpected physical damage that can be seen.

Buildings

Your Property, and its permanent fixtures and fittings including:

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- permanently installed:
 - a) swimming pools;
 - b) hot tubs;
- permanently connected:
 - a) drains, pipes and cables;
 - b) service tanks and central heating oil tanks;
 - c) wind turbines, solar panels and ground source heating pumps;

all sited within the boundaries of the land belonging to **your Property**.

Business Equipment

Computers, modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture, but not including any property held as trade stock.

Credit Cards

Credit cards, charge cards, cheque cards and cash dispenser cards all held solely for private or domestic purposes.

Domestic Staff

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

Electronic Equipment

- Any computer equipment, system or software.
- Any product, equipment or machinery containing, connected to or operated by means of a data processor chip.

Emergency

A sudden, unexpected event involving **your property** which requires immediate remedial action to make **your property** safe or secure and avoid initial or further damage.

Excess

The amount **you** must pay towards each and every incident of loss or damage.

Heave

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

Home Owners Contents

Home Owners Contents includes:

- fixtures and fittings;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Property**;
- property in the open but within the grounds of **your Property** up to GBP 2,500 in total
- **business equipment** up to GBP 5,000 in total;
- **money** up to GBP 500 in total;
- **credit cards** up to GBP 1,000 in total;
- mobile telephones up to GBP 750 in total;
- deeds and registered bonds and other personal documents up to GBP 2,500 in total;
- **valuables** up to 20% of the sum insured for contents within the **Property** subject to a limit of

GBP 5,000 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**;

- domestic oil in fixed fuel tanks up to GBP 1,000;
- plants in **your** garden up to GBP 1,000
- Pedal cycles up to GBP 500 unless specifically specified.

Contents does not include:

- motor vehicles (other than domestic garden machinery, mobility scooters or wheelchairs), caravans, trailers, watercraft or their accessories;
- any living creature;
- any part of the **buildings**;
- mobile telephones insured under another insurance **policy**;
- any item used for **your** trade or profession (other than **business equipment**);
- any item insured under any other insurance **policy**.

Insured Person(s)

You, or in **your** absence on a trip away from the **property**, the person authorised by **you** as the keyholder responsible for the **property**.

Landslip

Downward movement of sloping ground.

Landlords Contents

Landlords contents include:

- Furniture, Carpets, Furnishings, household goods
- tenant's fixtures and fittings;
- audio, hi-fi, televisions, telecommunication or video equipment,
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the Property;
- property in the open but within the grounds of your property up to GBP 500 in total
- domestic oil in fixed fuel tanks up to GBP 1,000;
- plants in your garden up to GBP 1,000

Provided that they;

- Belong to you or you are legally responsible for them;
- Are contained in the insured **property** or in the communal parts of the insured **property**;
- Are provided by you for use by your tenants or for use in connection with the maintenance of the insured **property**.
- Are detailed in the landlords property inventory, which is part of the tenancy agreement.

Contents does not include:

- motor vehicles (other than domestic garden machinery), caravans, trailers, watercraft or their accessories;
- any living creature;
- any part of the **buildings**;
- mobile telephones, laptops or similar portable electronic equipment
- **Business equipment** or any item used for **your** trade or profession;
- any item insured under any other insurance **policy**.
- Documents, money or Valuables
- Other personal items and Tenants contents.

Money

Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes.

Pair of Set

Articles which complement one another or are used together.

Period of Insurance

The **period of insurance** stated on **your policy schedule**.

Period of Unoccupancy

Any period, starting from the first day, during which the **property** will not be lived in and slept in for more than 60 consecutive days. By lived in, **we** mean slept in for at least five consecutive nights every month, or two consecutive nights every week.

Personal Possessions

Clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to you.

Personal possessions does NOT include:

- **Money** and bank cards;
- Pedal cycles over £500 unless specifically specified.

Policy

The **policy** booklet, **your policy schedule** and any applicable endorsements and amendment notices that may apply.

Policyholder

The person(s) named as **policyholder** on **your policy schedule**.

Property

The private dwelling, garage and domestic outbuildings at:

- The address stated on **your policy schedule**;
- Any other address detailed by endorsement;

but excluding:

- Any garage or outbuildings used in any way for business (other than clerical work by you) or farming purposes;
- Polytunnels and similar structures.

Sanitaryware

Wash basins and pedestals, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools or hot tubs.

Settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

Schedule

Is part of this contract of insurance and contains details of **you**, the **Property**, the sums insured, the **period of insurance** and the sections of the contract of insurance which apply.

Statement of Fact

A summary of facts upon which a contract is formed.

Subsidence

Downward movement of the ground beneath the **buildings** that is not a result of **settlement**.

Us, We or Our

RGA Underwriting Ltd as administrators of **your policy** or XL Catlin as your insurers as the context may require.

You or Your

- The **policyholder**;
- Any member of the **policyholder**'s family permanently residing at **your property**.

Valuables

- Jewellery
- Furs
- Gold, silver, gold and silver plated articles
- Pictures

all of which belong to **you**.

General Conditions

You and **your** family must comply with the following conditions to have the full protection of **your policy**. If **you** or **your** family do not comply with them we may at our option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

Keeping Your sums insured at the correct level

You must at all times keep the sums insured at a level which represents the full value of the property insured. Full value means:

For the **buildings**:

- The estimated cost of rebuilding if the **buildings** were completely destroyed;
- This is not the market value.

For the contents:

- The current cost as new (other than for clothes furs and household linen);
- For clothes, furs and household linen the current cost as new less an appropriate allowance for wear and tear.

Underinsurance

If the sum insured for each section or item does not represent full value at the time of a loss, the amount payable by the company in respect of such damage shall be proportionately reduced.

Changes in your circumstances

You must tell **us** or **your** broker within 14 days of **you** becoming aware about any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**; When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example **we** may cancel **your policy** in accordance with the cancellation clause, amend the terms of **your policy** or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Taking care of your property

You and **your** family must take all reasonable precautions are taken to avoid injury, loss or damage and that all practicable steps are taken to safeguard the property insured from loss or damage.

You must maintain the property insured in a good repair.

Cancellation

We can cancel this contract of insurance by giving **you** thirty (30) days' notice in writing. Any return premium due to **you** will depend on how long this contract of insurance has been in force.

We will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- Non payment of premium;
- Non-cooperation or failure to supply any information or documentation **we** request;
- **We** establish that **you** have provided **us** with incorrect information;
- The use of threatening or abusive behaviour or language;
- Failure to take reasonable care of the property insured.

Any premium due to **you** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the **period of insurance**.

Premiums paid and up to date

If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **you** receive this insurance documentation; or
- the start of the **period of insurance**

Whichever is later.

If **you** choose to cancel this policy within this period, and no claim has been made, **we** will refund the policy, charging you only for time on cover.

Cancellations made after 14 days of the start date will be subject to cancellation fee of up to £35. **We** will also retain a pro-rata premium for time on cover. For instance, if **you** paid £200 for a policy and cancelled this half-way **you** will be entitled to a refund of £100 for the unexpired portion of the policy less the cancellation fee of £35 (total refund in this instance would be £65).

Please note any administration fees charged for policy set up are non-refundable if cancelled after the 14 days cooling off period.

General Exclusions

These exclusions apply throughout **your policy**.

We will not pay for

Riot/Civil Commotion

Any loss damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

Sonic Bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Pre-existing Damage Liability or Injury

This **policy** does not cover damage, liability or injury occurring before the cover under **your policy** started.

Illegal Activities Exclusion

We will not be liable for any loss or damage caused as a result of the property being used for illegal activities.

Reduction in Market Value

Any reduction in market value of any property following its repair or reinstatement.

Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers:

- Liability to **domestic staff**;
- Tenant's Liability;
- Liability to The Public.

Pollution/Contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident;
- Leakage of oil from a domestic oil installation at **your property**.

Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

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.

Electronic Data Exclusion Clause

We will not pay for:

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

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature.

Biological and Chemical Contamination Clause

We will not pay for:

- Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature;
- 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;
 - (a) Terrorism; and/or
 - (b) 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.

Sanctions

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Claims Conditions

You and **your** family must comply with the following claims conditions to have the full protection of **your policy**.

If **you/they** do not comply with them, **we** may, at **our** option, cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

Claims procedure

If **you** wish to make a claim or if something happens which may lead to a claim, **you** must notify RGA as soon as possible.

If there has been malicious damage theft or attempted theft, **you** must also tell the police immediately - incidents involving **personal possessions** must be reported as soon as possible.

You will be required to register the claim with **us** within 30 days of the incident with all the supporting documents and proofs **we** require - for example written estimates.

If **you** receive a writ summons or other legal process regarding a claim under the **policy**, **you** must send it immediately to us.

You must give **us** all the help and information necessary to settle or resist a claim against **you** or to help **us** take action against someone else.

Failure to meet these conditions may invalidate a claim.

Control of claims

Do not admit, deny, negotiate or settle a claim without **our** written consent. However, **you** should make **emergency**/temporary repairs to the property to prevent further damage.

Our special rights

You cannot abandon the property to **us**; **we** may in **your** name and on **your** behalf, take complete control of legal action.

We may take legal action in **your** name against any other person to recover any payment **we** have made under the **policy**; **we** will do this at **our** expense.

Contribution

If at the time of a claim there is any other **policy** covering anything insured under this **policy**, **we** shall be liable only for a proportionate share.

Arbitration

If **we** admit liability for a claim but **you** cannot agree with **us** the amount to be paid, the disagreement will be referred to an arbitrator appointed jointly by **you** and **us** in accordance with the law in force at the time. **You** will not be able to take action in law against **us** over this disagreement until the arbitrator has made his award.

Fraud

If a claim is found to be false or fraudulent in any respect, or if fraudulent means are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy**, or if any damage is caused by **your** wilful act or with **your** involvement, **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **we** exercise our right under (c) above:

- (i) **We** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as the occurrence of a loss, the making of a claim or the notification of a potential claim); and
- (ii) **We** need not return any of the premium paid.

Gradually operating cause

Any loss, damage or liability arising from wear and tear or damage that happens gradually over time.

Matching of items

The costs of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design if damage occurs within a clearly identifiable area or to a specific part and it is not possible to match replacements.

How We Settle Claims

Buildings, contents and personal possessions sections

We will at **our** option repair reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or damage. If **we** do pay cash, the sum payable will reflect any discounts **we** may have received, had **we** replaced the property. The sums insured will not be reduced by any claim.

An approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation a repair or a replacement where appropriate.

Matching sets, suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Will a deduction be made for wear and tear?

Home Owners Contents – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other contents provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 8).

The **buildings** – If repair or reinstatement is carried out, there will be no deduction, provided that the sum insured represents the full value of the **buildings** and they have been maintained in good repair (see General Conditions on page 8).

Your policy is designed to help **you** understand the extent of cover provided.

You will find on many pages these headings:

| What is insured | What is not insured |
|--|--|
| These sections are printed on a light grey background and give detailed information on the insurance provided and must be read with 'What is not covered' at all times. | These sections shown on a dark grey background draw your attention to what is not included in the scope of your policy . |

Section 1 - Buildings

Buildings only covered if shown on **your schedule**.

| What is insured | What is not insured |
|--|---|
| 1. Fire, smoke, explosion, lightning or earthquake. | <ul style="list-style-type: none"> Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is accidental damage and you have cover under paragraph 15 this would be insured subject to the exceptions and excess applicable to that paragraph). The excess for each and every claim as shown on your policy schedule; |
| 2. Riot, civil commotion, strikes or labour disturbances. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 3. Malicious acts or vandalism. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your family your domestic employees, lodgers, paying guests, tenants, anyone legally on the premises. The excess for each and every claim as shown on your policy schedule; |
| 4. Storm or flood. | <ul style="list-style-type: none"> Loss or damage caused by frost; Loss or damage to fences, gates and hedges; Loss or damage to cantilever car-ports, canopies and awnings; Loss or damage to any felt roof where the felt is more than 10 years old; Loss or damage caused by underground water; Loss or damage caused by subsidence, heave or landslip. (Subsidence or heave of the site on which the buildings stand or landslip caused by storm or flood would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph). The excess for each and every claim as shown on your policy schedule; |
| 5. Subsidence or heave of the site on which the buildings stand or landslip . | <p>Loss or damage:</p> <ul style="list-style-type: none"> For loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event; For loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event; For loss or damage caused by faulty or unsuitable materials or design or poor workmanship; For loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law; The first GBP 1,000 of each and every claim unless shown otherwise on your schedule. For loss or damage caused by coastal or river bank erosion; For loss or damage whilst the buildings are undergoing any structural repairs, |

| What is insured | What is not insured |
|--|--|
| | <ul style="list-style-type: none"> alterations, extensions or demolition; For loss or damage caused by normal Settlement and / or any general deterioration of the building; Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the buildings. |
| 6. Theft or attempted theft, consequent of violent and forcible entry. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your family, your domestic employees, lodgers, paying guests, tenants or anyone legally on the premises. The excess for each and every claim as shown on your policy schedule; |
| 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation. | <ul style="list-style-type: none"> Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your property. (If it is accidental damage and you have cover under paragraph 15, this would be insured subject to the exceptions and excess applicable to that paragraph); Loss or damage caused by the failure, or lack of grout and/or sealant in your property; Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies; Loss or damage caused by subsidence, heave or landslip. (Subsidence or heave of the site on which the buildings stand or landslip caused by escape of water would be insured under paragraph 5 and subject to the exceptions and excess applicable to that paragraph); Loss or damage occurring during a period of unoccupancy. The excess for each and every claim as shown on your policy schedule; |
| 8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 9. Leakage of oil from any fixed oil fired heating installation. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy. The excess for each and every claim as shown on your policy schedule; |
| 10. Falling trees and branches. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 11. Falling television and radio receiving aerials, aerial fittings or masts. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |

Section 1 - Buildings Extensions

| What is insured | What is not insured |
|--|---|
| <p>12. Accidental damage to underground pipes or cables serving the buildings.</p> | <ul style="list-style-type: none"> • Damage for which you are not legally responsible. • Damage to any part of the pipe or cable above ground level • The excess for each and every claim as shown on your policy schedule; |
| <p>13. Accidental breakage of: (a) fixed glass including ceramic hobs forming part of the buildings; and (b) fixed sanitaryware forming part of the buildings.</p> | <ul style="list-style-type: none"> • Breakage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>14. Frost damage to any plumbed in domestic water or heating installation.</p> | <ul style="list-style-type: none"> • For loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one; • For loss or damage to domestic fixed fuel-oil tanks and swimming pools; • The first GBP 250 of each and every claim; • For loss or damage while the property is unoccupied. |
| <p>15. Loss of rent and alternative accommodation. During the period your property is made uninhabitable by any cause covered under this section we will pay for: (a) Loss of rent that is no longer payable to you; (b) Any ground rent which continues to be payable by you; (c) The cost of comparable alternative accommodation if you are the occupier, including for any domestic pets permanently living with you, or your tenants.</p> | <ul style="list-style-type: none"> • Any amount over 20% of the sum insured for the buildings damaged or destroyed. • The excess for each and every claim as shown on your policy schedule; |
| <p>16. The period between exchange of contracts and completion. (a) You will be entitled to the benefit of the cover provided by paragraphs 1 to 14 of section 1 of this policy between exchange of contracts and completion of the purchase provided that: (i) The period of insurance commences on or before completion of the purchase of the buildings; (ii) We received and accepted your application for insurance cover on the buildings prior to the date of the loss or damage. (b) If you contract to sell the buildings, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this policy between exchange of contracts and completion of the sale provided that: (i) The purchaser completes the purchase; (ii) The buildings are not otherwise insured.</p> | <p>Loss or damage:</p> <ul style="list-style-type: none"> • That would be insured under any other policy in the absence of this cover; • That the seller is responsible for making good; • Occurring while the buildings are in the course of construction or undergoing demolition, structural alterations or structural repairs; • Occurring while the property is not fit for normal living purposes; • Occurring more than 90 days prior to completion of the purchase of the buildings. • The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|--|---|
| <p>17. Additional costs. If the following costs are incurred with our consent in making good the insured loss or damage, we will pay for:</p> <p>(a) Architects', surveyors', consulting engineers' and legal fees;</p> <p>(b) The cost of clearing the site and making safe the damaged parts of the buildings;</p> <p>(c) Costs incurred solely because of the need to comply with any statutory requirement or local authority by-law;</p> <p>(d) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire;</p> <p>Up to the sums insured as stated in the schedule.</p> | <ul style="list-style-type: none"> • Fees incurred in the preparation of a claim; • The cost of stabilising the site; • The cost of removing trees other than as is necessary to enable repairs to be carried out; • Costs arising from a notice served prior to the date of the loss or damage. • The excess for each and every claim as shown on your policy schedule; |
| <p>18. Tracing and accessing leaks inside the property. The insurance provided by paragraphs 7 and 9 of this section also covers the costs involved in tracing the source of the escape of water or leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them), inside the property where this occurs in the course of these investigations. Cover is subject to the exclusions and excess that apply to paragraphs 7 and 9.</p> | <ul style="list-style-type: none"> • Any amount over GBP 5,000 for any one event, or more than GBP 25,000 for any single period of insurance. • The excess for each and every claim as shown on your policy schedule; |
| <p>19. Emergency access. We will pay for damage to the buildings caused by fire, ambulance or police services if they have to make a forced entry to your property as a result of an emergency.</p> | <ul style="list-style-type: none"> • Any amount over GBP 1,000 for any one event. • The excess for each and every claim as shown on your policy schedule; • Loss or damage resulting from unlawful activities and damaged caused by the police in the course of a criminal investigation. |
| <p>20. Loss or theft of keys. If keys to your property are lost or stolen, we will pay for the replacement and installation of door locks for any external doors of your property.</p> | <ul style="list-style-type: none"> • Loss or damage that is otherwise insured. • Any amount over GBP 750. • The excess for each and every claim as shown on your policy schedule; |

Section 1 - Buildings Optional Extensions

| What is insured | What is not insured |
|------------------------------|--|
| 21. Accidental damage | <ul style="list-style-type: none">• For damage or any proportion of damage which we specifically exclude elsewhere under section one;• For the buildings moving, settling, shrinking, collapsing or cracking;• For damage while the property is being altered, repaired, cleaned, maintained or extended;• For damage to outbuildings and garages which are not of standard construction;• For the cost of general maintenance;• For damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost;• For damage caused by faulty or unsuitable materials or design or poor, workmanship;• For damage from mechanical or electrical faults or breakdown;• For damage caused by dryness, dampness, extremes of temperature or exposure to light;• For damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks;• For any damage caused by or contributed to by or arising from any kind of pollution and/or contamination;• The first GBP 100 of each and every claim unless stated otherwise on your schedule. |

Section 1 - Buildings Conditions

Conditions that apply to section one (**buildings**) only.

Settling claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of repair as long as:
 - the **buildings** were in a good state of repair immediately prior to the loss or damage;
 - the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form;
 - the damage has been repaired or loss has been reinstated.If the **buildings** were not in a good state of repair **we** may deduct an amount from **your** claim.
2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. **We** will not reduce the sum insured under section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Section 2a - Landlords Contents

Landlords Contents only covered if shown on **your schedule**.

| What is insured | What is not insured |
|--|--|
| 1. Fire, smoke, explosion, lightning or earthquake. | <ul style="list-style-type: none"> Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is accidental damage and you have cover under paragraph 14 this would be insured subject to the exceptions applicable to that paragraph). The excess for each and every claim as shown on your policy schedule; |
| 2. Riot, civil commotion, strikes or labour disturbances. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 3. Malicious acts or vandalism. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your family, your domestic employees, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; |
| 4. Storm or flood. | <ul style="list-style-type: none"> Loss or damage caused by underground water. The excess for each and every claim as shown on your policy schedule; |
| 5. Subsidence or heave of the site on which your property stands or landslip . | <ul style="list-style-type: none"> For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event; For loss or damage caused by faulty or unsuitable materials or design or poor workmanship; For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law; For loss or damage whilst the buildings are undergoing any structural repairs, alterations, extensions or demolition; For loss or damage caused by coastal or river bank erosion. The excess for each and every claim as shown on your policy schedule; |
| 6. Theft or attempted theft upon violent and forcible entry. | <ul style="list-style-type: none"> Any loss or damage if your property or any part of it is let or lent, unless force and violence is used to gain entry to your property; Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your family, your domestic employees, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|---|---|
| 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation. | <ul style="list-style-type: none"> • Loss or damage occurring during a period of unoccupancy; • Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your property. (If it is accidental damage and you have cover under paragraph 13, this would be insured subject to the exceptions and excess applicable to that paragraph); • Loss or damage caused by the failure, or lack of, grout and/or sealant in your property; • Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies. • The excess for each and every claim as shown on your policy schedule; |
| 8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal. | <ul style="list-style-type: none"> • Loss or damage caused by domestic pets. • The excess for each and every claim as shown on your policy schedule; |
| 9. Leakage of oil from any fixed oil fired heating installation. | <ul style="list-style-type: none"> • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| 10. Falling trees and branches. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |
| 11. Falling television and radio receiving aerials, aerial fittings or masts. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |
| 12. Accidental breakage of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |

Section 2a - Contents Extensions

| What is insured | What is not insured |
|--|--|
| <p>13. Loss of rent or alternative accommodation during the period your property is made uninhabitable following loss or damage to the landlords contents by any cause covered under this section, we will pay for the cost of comparable alternative accommodation, including for any domestic pets permanently living with you.</p> | <ul style="list-style-type: none"> • Any amount over 20% of the landlords contents sum insured; • Rent and other costs and expenses which you would have paid but for the damage will be deducted from any payment made. • The excess for each and every claim as shown on your policy schedule; |
| <p>14. Loss or damage to landlords contents during household removal by professional removal contractors. The landlords contents are insured against accidental loss or damage while in transit between your property and your new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. We will also cover temporary storage by professional removal contractors for up to three days.</p> | <ul style="list-style-type: none"> • Loss of or damage to china, glass, earthenware and other items of a brittle nature, unless they have been packed by professional packers; • Loss of money. • The excess for each and every claim as shown on your policy schedule; |
| <p>15. Your liability as a tenant. We will cover you against your legal liability as a tenant for:</p> <p>(a) Loss, damage or breakage to your property and to landlord's fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of part 1 of section 1 of this policy, subject to the exceptions and excess applicable to that paragraph;</p> <p>(b) Damage to internal decorations caused by fire or smoke.</p> | <ul style="list-style-type: none"> • Any amount over GBP 5,000 or 10% of the sum insured recorded against landlords contents on your policy schedule, whichever is higher. • The excess for each and every claim as shown on your policy schedule; |
| <p>16. (a) Landlords contents temporarily removed from your property for up to 90 consecutive days. Provided that it is your intention to return the item(s) to your property, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to landlords contents:</p> | <ul style="list-style-type: none"> • Under part a) no more than GBP 7,000 or 15% of the sum insured recorded against landlords contents on your policy schedule, whichever is higher; • No more GBP 1,000 for a single article, pair or set; • Loss or damage to pedal cycles; • Loss or damage to any item that has never been in your property; • Loss or damage to any item that has been away from your property for more than 90 consecutive days at the time of the event that caused the loss or damage; • Loss or damage that would be insured under any other policy in the absence of this cover. • The excess for each and every claim as shown on your policy schedule; |
| <p>i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where you are living (other than while attending full time education) or employed.</p> | <p>i)</p> <ul style="list-style-type: none"> • Theft unless force and violence is used to gain entry. • The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|---|--|
| <p>ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> | <p>ii) Loss or damage:</p> <ul style="list-style-type: none"> • Due to storm or flood; • Due to theft or attempted theft unless forcible and violent entry was used to gain entry to the Property • Caused by theft of money unless the theft is from a building or caravan where force and violence is used to gain entry; • Occurring within the boundaries of the land belonging to your property. • The excess for each and every claim as shown on your policy schedule; |
| <p>17. Landlords contents in the garden. The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to landlords contents outside the property but within the boundaries of the land belonging to your property.</p> | <ul style="list-style-type: none"> • Any amount over GBP 500; • Loss or damage caused by storm or flood; • Loss or damage to pedal cycles; • Theft of money; • Theft or attempted theft from any unattended vehicle; • Loss or damage to high risk property; • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>18. Loss or theft of keys. If keys to your property are lost or stolen, we will pay for the replacement and installation of door locks for any external doors of your property.</p> | <ul style="list-style-type: none"> • Any amount over GBP 750. • The excess for each and every claim as shown on your policy schedule; |
| <p>19. Oil and metered water. We will pay for loss of oil or metered water following accidental damage to your domestic water or heating installations.</p> | <ul style="list-style-type: none"> • Any amount over GBP 1,000; • Loss occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>20. Special events. For one month before and one month after a special event or religious festival where the value of landlords contents owned by you is increased due to purchases related to the special event or religious festival, the landlords contents sum insured recorded on your policy schedule is increased by 10%.</p> | <ul style="list-style-type: none"> • Any amount over 10% of the sum insured recorded against landlords contents on your policy. • The excess for each and every claim as shown on your policy schedule; |
| <p>21. New purchases. The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, pair or set of high risk property that you have not previously told us about, up to a maximum of GBP 2,500 occurring within 30 days of purchase.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,500; • Loss or damage to articles for which you do not have proof of the date of purchase. • The excess for each and every claim as shown on your policy schedule; |
| <p>22. Plants in the garden. The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of plants outside the property but within the boundaries of the land belonging to your property.</p> | <ul style="list-style-type: none"> • Any amount over GBP 1,000. • The excess for each and every claim as shown on your policy schedule; |

Section 2a – Contents - Optional Extensions

The following will only be covered if it shows **accidental damage** is applicable on **your schedule**.

| What is insured | What is not insured |
|-------------------------------------|---|
| <p>23. Accidental damage</p> | <ul style="list-style-type: none"> • For damage or any proportion of damage which we specifically exclude elsewhere under section two; • For loss or damage to landlords contents within garages and outbuildings; • For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; • For damage caused by chewing, tearing, scratching or fouling by animals; • Any amount over GBP 5,000 in total for porcelain, china, glass and other brittle articles; • For loss or damage to money, bank cards, documents or stamps; • For loss or damage to contact, corneal or micro corneal lenses; • For damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost; • For damage caused by faulty design or unsuitable materials specification, workmanship or materials; • For damage from mechanical or electrical faults or breakdown; • For damage caused by dryness, dampness, extremes of temperature and exposure to light; • For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination; • For the first GBP 100 of each and every claim, unless stated otherwise in your schedule; • For any damage caused by coastal or river bank erosion. |

Section 2b - Home Owners Contents

Home Owners Contents only covered if shown on **your schedule**.

| What is insured | What is not insured |
|--|--|
| 1. Fire, smoke, explosion, lightning or earthquake. | <ul style="list-style-type: none"> Loss or damage caused by, scorching, melting, warping or other forms of heat distortion unless accompanied by flames. (If it is accidental damage and you have cover under paragraph 14 this would be insured subject to the exceptions applicable to that paragraph). The excess for each and every claim as shown on your policy schedule; |
| 2. Riot, civil commotion, strikes or labour disturbances. | <ul style="list-style-type: none"> The excess for each and every claim as shown on your policy schedule; |
| 3. Malicious acts or vandalism. | <ul style="list-style-type: none"> Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your family, your domestic employees, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; Loss or damage caused whilst the property is being lent or rented. |
| 4. Storm or flood. | <ul style="list-style-type: none"> Loss or damage caused by underground water. The excess for each and every claim as shown on your policy schedule; |
| 5. Subsidence or heave of the site on which your property stands or landslip . | <ul style="list-style-type: none"> For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event; For loss or damage caused by faulty or unsuitable materials or design or poor workmanship; For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law; For loss or damage whilst the buildings are undergoing any structural repairs, alterations, extensions or demolition; For loss or damage caused by coastal or river bank erosion. The excess for each and every claim as shown on your policy schedule; |
| 6. Theft or attempted theft upon violent and forcible entry. | <ul style="list-style-type: none"> Any loss or damage if your property or any part of it is let or lent, unless force and violence is used to gain entry to your property; Loss or damage occurring during a period of unoccupancy; Loss or damage caused by you, your family, your domestic employees, lodgers, paying guests or tenants. The excess for each and every claim as shown on your policy schedule; |

| What is insured | What is not insured |
|--|---|
| 7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation. | <ul style="list-style-type: none"> • Loss or damage occurring during a period of unoccupancy; • Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in your property. (If it is accidental damage and you have cover under paragraph 14, this would be insured subject to the exceptions and excess applicable to that paragraph); • Loss or damage caused by the failure, or lack of, grout and/or sealant in your property; • Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies. • The excess for each and every claim as shown on your policy schedule; |
| 8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal. | <ul style="list-style-type: none"> • Loss or damage caused by domestic pets. • The excess for each and every claim as shown on your policy schedule; |
| 9. Leakage of oil from any fixed oil fired heating installation. | <ul style="list-style-type: none"> • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| 10. Falling trees and branches. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |
| 11. Falling television and radio receiving aerials, aerial fittings or masts. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |
| 12. Accidental damage to business equipment , televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment. | <ul style="list-style-type: none"> • Damage to items designed and intended to be portable (such as laptops and mobile phones), or to hand held computer equipment and games; • Electronic failure; • Computer virus; • Wear and tear; • Electrical or mechanical breakdown. • Damage caused in the process of cleaning, maintenance, repair or dismantling; • Damage to records, cassettes, discs or other data storage devices. • The excess for each and every claim as shown on your policy schedule; • Loss or damage caused whilst the property is being lent or rented. |
| 13. Accidental breakage of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture. | <ul style="list-style-type: none"> • The excess for each and every claim as shown on your policy schedule; |

Section 2b - Contents Extensions

| What is insured | What is not insured |
|--|--|
| <p>14. Alternative accommodation. During the period your property is made uninhabitable following loss or damage to the home owners contents by any cause covered under this section, we will pay for the cost of comparable alternative accommodation, including for any domestic pets permanently living with you.</p> | <ul style="list-style-type: none"> • Any amount over 20% of the home owners contents sum insured; • Rent and other costs and expenses which you would have paid but for the damage will be deducted from any payment made. • The excess for each and every claim as shown on your policy schedule; |
| <p>15. Loss or damage to home owners contents during household removal by professional removal contractors. The home owners contents are insured against accidental loss or damage while in transit between your property and your new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors. We will also cover temporary storage by professional removal contractors for up to three days.</p> | <ul style="list-style-type: none"> • Loss of or damage to china, glass, earthenware and other items of a brittle nature, unless they have been packed by professional packers; • Loss of money. • The excess for each and every claim as shown on your policy schedule; |
| <p>16. Your liability as a tenant. We will cover you against your legal liability as a tenant for:</p> <p>(a) Loss, damage or breakage to your property and to landlords fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of part 1 of section 1 of this policy, subject to the exceptions and excess applicable to that paragraph;</p> <p>(b) Damage to internal decorations caused by fire or smoke.</p> | <ul style="list-style-type: none"> • Any amount over GBP 5,000 or 10% of the sum insured recorded against home owners contents on your policy schedule, whichever is higher. • The excess for each and every claim as shown on your policy schedule; |
| <p>17. (a) Home owners contents temporarily removed from your property for up to 90 consecutive days. Provided that it is your intention to return the item(s) to your property, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to home owners contents:</p> | <ul style="list-style-type: none"> • Under part a) no more than GBP 7,000 or 15% of the sum insured recorded against home owners contents on your policy schedule, whichever is higher; • No more GBP 1,000 for a single article, pair or set; • Loss or damage to pedal cycles; • Loss or damage to any item that has never been in your property; • Loss or damage to any item that has been away from your property for more than 90 consecutive days at the time of the event that caused the loss or damage; • Loss or damage that would be insured under any other policy in the absence of this cover. • The excess for each and every claim as shown on your policy schedule; |
| <p>i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where you are living (other than while attending full time education) or employed.</p> | <p>i) <ul style="list-style-type: none"> • Theft unless force and violence is used to gain entry. • The excess for each and every claim as shown on your policy schedule; </p> |

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| <p>ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> | <p>ii) Loss or damage:</p> <ul style="list-style-type: none"> • Due to storm or flood; • Due to theft or attempted theft unless forcible and violent entry was used to gain entry to the Property • Caused by theft of money unless the theft is from a building or caravan where force and violence is used to gain entry; • Occurring within the boundaries of the land belonging to your property. • The excess for each and every claim as shown on your policy schedule; |
| <p>17. b) Home owners contents temporarily removed from your property while attending full time education. Provided that it is your intention to return the item(s) to your property, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to home owners contents in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where you are living.</p> | <ul style="list-style-type: none"> • Under part b) any amount over GBP 5,000 in total and any amount over GBP 1,000 for a single article, pair or set; • Loss or damage: <ul style="list-style-type: none"> – To pedal cycles – To any item(s) that has never been in your property – That would be insured under any other policy in the absence of this cover – Due to theft unless force and violence is used to gain entry to the building – While the home owners contents are being worn, moved or carried. • The excess for each and every claim as shown on your policy schedule; |
| <p>18. Home owners contents in the garden. The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to home owners contents outside the property but within the boundaries of the land belonging to your property.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,500; • Loss or damage caused by storm or flood; • Loss or damage to pedal cycles; • Theft of money; • Theft or attempted theft from any unattended vehicle; • Loss or damage to high risk property; • Loss or damage occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>19. Loss or theft of keys. If keys to your property are lost or stolen, we will pay for the replacement and installation of door locks for any external doors of your property.</p> | <ul style="list-style-type: none"> • Any amount over GBP 750. • The excess for each and every claim as shown on your policy schedule; |
| <p>20. Personal assault. We will pay you or your personal representatives GBP 5,000 if you die within 60 days as a direct result of injuries received in your property caused by thieves.</p> | <ul style="list-style-type: none"> • Theft of money held or used for business purposes. • The excess for each and every claim as shown on your policy schedule; |
| <p>21. Freezer contents. We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at your property made unfit for human consumption due to: (a) A rise or fall in temperature; (b) Contamination by refrigerant or refrigerant fumes.</p> | <ul style="list-style-type: none"> • Any amount over GBP 250; • Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old; • Loss of or damage to food held or used for business purposes; • Loss or damage due to the power supply authority deliberately cutting or reducing the supply to your property. • The excess for each and every claim as shown on your policy schedule; |

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|---|--|
| <p>22. Oil and metered water. We will pay for loss of oil or metered water following accidental damage to your domestic water or heating installations.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,000; • Loss occurring during a period of unoccupancy. • The excess for each and every claim as shown on your policy schedule; |
| <p>23. Special events. For one month before and one month after a special event or religious festival where the value of home owners contents owned by you is increased due to purchases related to the special event or religious festival, the contents sum insured recorded on your policy schedule is increased by 10%.</p> | <ul style="list-style-type: none"> • Any amount over 10% of the sum insured recorded against home owners contents on your policy. • The excess for each and every claim as shown on your policy schedule; |
| <p>24. New purchases. The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, pair or set of high risk property that you have not previously told us about, up to a maximum of GBP 2,500 occurring within 30 days of purchase.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,500; • Loss or damage to articles for which you do not have proof of the date of purchase. • The excess for each and every claim as shown on your policy schedule; |
| <p>25. Reinstatement of documents. We will pay the cost of preparing new title deeds to your property, bonds or securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of part 1 of section 2 of this policy while in your property or while kept in your bank, building society or solicitor's office.</p> | <ul style="list-style-type: none"> • Any amount over GBP 2,500; • Negotiable bonds or securities. • The excess for each and every claim as shown on your policy schedule; |
| <p>26. Plants in the garden. The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of plants outside the property but within the boundaries of the land belonging to your property.</p> | <ul style="list-style-type: none"> • Any amount over GBP 1,000. • The excess for each and every claim as shown on your policy schedule; |
| <p>27. Visitors' personal effects. The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to your visitors' clothing and personal belongings whilst in your property.</p> | <ul style="list-style-type: none"> • Any amount over GBP 300 • Loss or damage that would be insured under any other policy in the absence of this cover. • Money, credit cards, securities and documents. • Vehicles, pedal cycles, other means of transport, caravans, trailers, aircraft, hovercraft, boats or their parts or accessories. • Property held or used for business or trade. • The excess for each and every claim as shown on your policy schedule; • Loss or damage caused whilst the property is being lent or rented. |

Section 2b – Contents - Optional Extensions

The following will only be covered if it shows **accidental damage** is applicable on **your schedule**.

| What is insured | What is not insured |
|-------------------------------------|--|
| <p>28. Accidental damage</p> | <ul style="list-style-type: none"> • For damage or any proportion of damage which we specifically exclude elsewhere under section two; • For loss or damage to home owners contents within garages and outbuildings; • For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; • For damage caused by chewing, tearing, scratching or fouling by animals; • Any amount over GBP 5,000 in total for porcelain, china, glass and other brittle articles; • For loss or damage to money, bank cards, documents or stamps; • For loss or damage to contact, corneal or micro corneal lenses; • For damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost; • For damage caused by faulty design or unsuitable materials specification, workmanship or materials; • For damage from mechanical or electrical faults or breakdown; • For damage caused by dryness, dampness, extremes of temperature and exposure to light; • For any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination; • For the first GBP 100 of each and every claim, unless stated otherwise in your schedule; • For any damage caused by coastal or river bank erosion; • Loss or damage caused whilst the property is being lent or rented. |

Section 2 – Contents - Conditions

Conditions that apply to both section 2a and 2b only.

Settling claims

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the contents **we** will at **our** option repair, replace or pay for any article covered under section two.

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

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

The above basis of **settlement** will not apply to:

- Clothes
- Pedal cycles

where **we** will take off an amount for depreciation.

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

Your sum insured

3. **We** will not reduce the sum insured under section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under-insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than **your** sum insured for the contents, then **we** will only pay a proportion of the claim. For example if **your** sum insured only covers one half of the cost of replacing or repairing the contents, **we** will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Section 3 - Personal Possessions In And Away From Property

Personal Possessions only covered if shown on **your schedule**.

| What is insured | What is not insured |
|---|--|
| <p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule.</p> | <ul style="list-style-type: none"> • Damage caused by moth or vermin; • For damage from electrical or mechanical faults or breakdown; • Any amount over GBP 5,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule; • For loss or damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon; • For damage to guns caused by rusting or bursting of barrels; • For breakage of any sports equipment whilst in use; • For any loss of or damage to contact, corneal or micro corneal lenses; • For theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision; • The excess for each and every claim as shown on your policy schedule; • For mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule; • Any amount over GBP 1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant; • Any amount over GBP 500 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms. • For loss or damage of pedal cycles left unattended while away from your property unless they are locked to a permanent structure by a shop bought cycle lock or kept in a locked building. • For loss or damage to pedal cycle accessories or spare parts unless the cycle is stolen at the same time. • For loss or damage to the pedal cycle while it is being used for racing, pace making, is let out on hire or is used other than for private purposes. |

Claims settlement under section 3 – Personal Content

How we deal with your claim

1. **We** will at **our** option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured value of GBP 2,500 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set;
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

3. If the total value of unspecified items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.
For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.
However, if **personal possessions** are lost or damaged away from the **property we** will not take account of the value of **personal possessions** in the **property** at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

Section 4 - Legal Liability To The Public

This section applies only if the **Schedule** shows that either the **buildings** are insured under Section 1 or the Contents are insured under either Section 2a or Section 2b of this contract of insurance.

Part A of this section applies in the following way:

- If the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A below.
- If the contents only are insured, **your** legal liability as occupier only but not as owner is covered under Part A below.
- If the **buildings** and contents are insured, **your** legal liability as owner or occupier is covered under Part below

Part A

| We will pay for your legal liability | We will not pay for your legal liability |
|--|---|
| <ul style="list-style-type: none"> • As owner or occupier up to the sums insured stated in the schedule for any amounts you become legally liable to pay as damages for: <ul style="list-style-type: none"> (a) Bodily injury; (b) Damage to property; caused by an accident happening at the premises during the period of insurance. • As a private individual for any amounts you become legally liable to pay as damages for: <ul style="list-style-type: none"> (a) Bodily injury; (b) Damage to property; caused by an accident happening anywhere in the world during the period of insurance | <ul style="list-style-type: none"> • For bodily injury to: <ul style="list-style-type: none"> (a) You (b) Any other permanent member of the property (c) Any person who at the time of sustaining such injury is engaged in your service; • For bodily injury arising in connection with any communicable disease or condition; • Arising out of any criminal or violent act to another person or property; • For damage to property owned by or in the charge or control of: <ul style="list-style-type: none"> (a) You (b) Any other permanent member of the property (c) Any person engaged in your service • In Canada or the United States of America after the total period of stay in either or both countries has exceeded thirty (30) days in the period of insurance; • Arising in connection with any profession, occupation, business or employment; • Which you have assumed under contract and which would not otherwise have attached; • Arising out of your ownership, possession or use of: <ul style="list-style-type: none"> (a) Any motorised or horse drawn vehicle other than <ul style="list-style-type: none"> (i) Domestic gardening equipment used within the property and (ii) Domestic pedestrian controlled gardening equipment; (b) Any power-operated lift other than stairlifts; (c) Any aircraft or watercraft other than manually operated rowing boats, punts or canoes (Exclusions continued over the page); |

| We will pay for your legal liability: | We will not pay for your legal liability |
|---------------------------------------|--|
| | <p>(d) Any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation;</p> <ul style="list-style-type: none"> • In respect of any kind of pollution and/or contamination other than: <ul style="list-style-type: none"> (a) Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the property named in the Schedule; (b) Reported to us not later than thirty (30) days from the end of the period of insurance; <p>In which case all such pollution and/or contamination arising out of such accident will be deemed to have happened at the time of such accident;</p> • Arising out of your ownership, occupation, possession or use of any land or building that is not within the property; • If you are entitled to payment under any other insurance, until such insurance(s) is exhausted. |

Part B

| We will pay for | We will not pay for |
|--|---|
| <p>Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three (3) months after the award has been made provided that:</p> <ul style="list-style-type: none"> • Part A(ii) of this section would have paid you had the award been made against you rather than to you; • There is no appeal pending; • You agree to allow us to enforce any right which we will become entitled to upon making payment. | <p>For any amount in excess of GBP 250,000.</p> |

Part C

| We will pay for | We will not pay for |
|---|---|
| <p>Any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any property previously owned and occupied by you.</p> | <ul style="list-style-type: none"> • For the cost of repairing any fault or alleged fault. |

Limit of insurance

We will not pay

- In respect of pollution and/or contamination: more than GBP 2,000,000 in all;
- In respect of other liability covered under Section 4:
 - more than GBP 2,000,000 in all for Part A and C, and GBP 250,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section 5 - Legal Liability To Domestic Staff

This section applies only if **your Schedule** shows employer's liability is covered.

| We will pay for your legal liability | We will not pay for your legal liability |
|---|---|
| For amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule . | For bodily injury arising directly or indirectly <ul style="list-style-type: none">• From any vehicle outside the premises;• From any vehicle used for racing, pacemaking or speed testing;• From any communicable disease or condition;• In Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance;• From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation. |

Limit of insurance

We will not pay more than GBP 5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Endorsements, Special Terms and Conditions

The following clauses apply only if they are mentioned in the **Schedule**.

1. Alarm Clause

This insurance does not cover theft when **you** have left the premises without an authorised occupant, or at night unless:

- a) At all such times the intruder alarm has been put into full and effective operation;
- b) The intruder alarm is kept in good working order throughout the **period of insurance** under a maintenance contract with a company which is a member of NACOSS (National Approval Council for Security Systems).

2. Subsidence, Heave or Landslip Exclusion Clause

Subsidence or **heave** of the site upon which the **buildings** stand or **landslip** is not covered by this insurance.

3. Flood Exclusion Clause

Buildings standard cover and contents standard cover of this insurance do not cover loss or damage caused by flood, other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in Section 1 - **buildings** standard cover, and Section 2 - contents standard cover respectively.

4. Contractors Exclusion Clause

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

5. Mortgage Interest Clause

The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to the **property**, provided that they were unaware of such action. The bank or building society must write and tell **us** as soon as they become aware of any action **you** have taken to increase the risk of loss or damage. They may also have to pay an extra premium which **you** will have to repay them.

6. FLEA Clause

It is hereby noted and agreed that the premises insured hereunder are covered against loss or damage directly caused by the perils of fire, lightning, explosion, earthquake and aircraft only.

7. Minimum Security Clause

This insurance does not cover theft from the private dwelling of the **property**, unless the undernoted minimum protections are fitted:

- External Doors: 5 Lever Mortice Deadlocks (conforming to British Standard 3621);
- Patio Doors: in addition to a central locking device, key operating bolts to top and bottom opening sections;
- Windows: key operated security locks to all ground floor and other accessible windows.

8. Musical Instrument Clause

This insurance does not cover the breaking of strings, reeds or drumheads forming part of musical instruments.

9. Flat Roof Clause

It is a warranty of this **policy** that the flat roof has been inspected and repaired, where necessary, no earlier than 24 months prior to inception. It is further warranted that future inspections and repair, renovation and replacement, where necessary, will take place at no greater than five year intervals with full records of inspections and works retained for **our** inspection. This warranty is precedent to any liability for claims relating to the flat roof.

10. Monthly Payment Clause

It is understood and agreed that this **policy** runs from month to month and that continuation of cover is dependent upon **you** paying the premium for each month's cover. **We** will normally only review **your** premium once per annum.

11. Security (Secured to prevent illegal entry)

This insurance does not cover loss or damage caused by illegal entry or exit to the **property** unless the **property** has been secured to prevent illegal entry or exit.

12. Tree Pruning Clause

In accordance with General Conditions: Taking Care of **Your** Property; a Tree Surgeon or similar professional must, triennially, at the insured's expense:

- a) Inspect any/all trees to ensure that they do not affect the structure or drains and sewers of the property insured;
- b) Prune or pollard any/all trees as appropriate.

Subject otherwise to the terms, exclusions and conditions of the **policy**.

13. Central Heating Clause

You must maintain the property at a constant temperature of 13°C at all times or turn the water supply off and drain the system.

14. Safe Clause

This insurance does not cover theft of jewellery from the **property** unless the jewellery is kept in a locked safe whilst not being worn.

15. Keys Clause

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **property** while **you** are absent from the **property**.

16. Installation Clause

This insurance does not include cover for theft or attempted theft from the **property** unless a NACOSS approved and maintained alarm is fitted to the **property** within 30 days of inception of this insurance.

17. Wind and Waterproof

This insurance does not cover loss or damage caused by storm unless the **property** is wind and weatherproof at all times.

Making Yourself Heard

If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

We realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

Who To Contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **you** are talking to the right person;
- That **you** are giving them the right information.

When You Contact Us

- Please give **us your** name and a contact telephone number;
- Please quote **your policy** and/or claim number, and the type of **policy you** hold;
- Please explain clearly and concisely the reason for **your** complaint. So **we** begin by establishing **your** first point of contact.

Contact Details

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

If **you** have any questions or concerns about **your** contract of insurance or the handling of a claim **you** should, in the first instance, contact **your** broker through whom this policy was arranged.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Manager
Catlin Insurance Company (UK) Ltd
20 Gracechurch Street
London
EC3V 0BG

E-mail: xlcatlinukcomplaints@xlcatlin.com
Telephone Number: +44 (0)20 7743 8487

If you remain dissatisfied after the Complaints Manager has considered your complaint, or you have not received a final decision within (8) weeks, you can refer your complaint to the

Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR

From within the United Kingdom

Telephone Number: 0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)

Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone number: +44(0) 20 7964 1000

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

This is a free and impartial service and will not affect **your** legal rights.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract of insurance. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Beaufort House, 15 St. Botolph Street London EC3A 7QU) and on their website: www.fscs.org.uk

Section 6: Family Legal Expenses Insurance

Your **Schedule** will indicate if this section applies to your policy.

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

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** where:-

- a) The Insured Incident takes place in the **insured period** and within the **territorial limits** and
- b) The **legal action** takes place in the **territorial limits**

Definitions

Wherever the following words and phrases appear in the policy they will always have these meanings:

Adviser

Our specialist panel solicitors or their agents appointed by **us** to act for you, or, and subject to our agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

Advisers' Costs

Reasonable legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

Conflict of Interest

There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

Excess

The amount that **you** must pay towards the cost of any claim as stated below:

Property Infringement section: £250.

All other sections: Nil.

Insurance Providers

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

Insured Incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Insured Period

One year from the inception or renewal date shown on **your** insurance schedule.

Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions

Limit of Indemnity

The maximum payable in respect of an **insured incident** is stated below:

All sections: £50,000

Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of our choice.

Territorial Limits

The United Kingdom

We/Us/Our

Arc Legal Assistance Ltd who have arranged this insurance and administer it on behalf of the Insurance Providers.

You / Your

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **us** by **your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **your** family members normally resident with **you**. If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

Vehicle

Any motor **vehicle** or motorcycle owned by **you**.

A Cover

The insured is only covered for the specific section of cover as operative in the insurance certificate.

Consumer Pursuit

| What is insured | What is not insured |
|---|--|
| Advisers' costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. This includes the purchase of your main property . The contract must have been made after you first purchased this insurance and, in respect of disputes over the purchase of your main property , the purchase must have commenced at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began. | Claims <ul style="list-style-type: none">• Where the amount in dispute is less than £250 plus VAT• Involving a vehicle owned by you or which you are legally responsible for• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority |

Personal Injury

| What is insured | What is not insured |
|--|---|
| Advisers' costs to pursue a legal action for financial compensation for damages following an accident resulting in your personal injury or death against the person or organisation directly responsible. | Claims <ul style="list-style-type: none">• Arising from medical or clinical treatment, advice, assistance or care• Arising from stress, psychological or emotional injury• Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event• Involving a vehicle owned or driven by you |

Property Infringement

| What is insured | What is not insured |
|---|---|
| <p>Advisers' costs to pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main property. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p> | <p>Claims</p> <ul style="list-style-type: none">• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority |

Property Damage

| What is insured | What is not insured |
|--|--|
| <p>Advisers' costs to pursue a legal action for financial compensation for damages against a person or organisation that causes physical damage to your main property. The damage must have been caused after you first purchased this insurance.</p> | <p>Claims</p> <ul style="list-style-type: none">• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. |

Consumer Defence

| What is insured | What is not insured |
|--|--|
| <p>Advisers' costs to defend a legal action brought against you following a breach of a contract you have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of your main property. The contract must have been made after you first purchased this insurance and, in respect of disputes over the sale of your main property, the sale must have commenced at least 180 days after you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p> | <p>Claims</p> <ul style="list-style-type: none">• Where the amount in dispute is less than £250 plus VAT• Involving a vehicle owned by you or which you are legally responsible for• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. |

Telephone Helplines

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.
Simply telephone 0344 770 1040 and quote "Discount Insurance Family Legal Expenses".

B General Exclusions

1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- A reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
- Where **you** have other legal expenses insurance cover

2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- **Advisers' costs** arising from any private prosecution
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims

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

- Planning law
- Constructing buildings or altering their structure
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **you** owning or living in **your property**
- A manufacturer's warranty or guarantee

C Conditions

1. Cancellation

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this insurance by notifying **us** in writing, by email or by telephone within fourteen (14) days either:

- (i) the date **you** receive this policy; or
- (ii) the start of **your** period of insurance

Whichever is the later.

you will receive a full refund of premium provided **you** have not already made a valid claim against the insurance in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **us** in writing, by email or by telephone. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a claim in which case the full annual premium is due.

2. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. **You** can complete and submit **your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- d) The **adviser** will:
 - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
 - iii.) Keep **us** advised of **advisers' costs** incurred.
 - iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- f) **The insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**.
- i) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

3. Disputes

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

4. Reasonable Prospects

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome.

If so, **we** may decline support or any further support. Examples of a positive outcome are:

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

5. English Law

This contract is governed by English Law.

D Customer Services Information

How to make a claim

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

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

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

Data Protection Act

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

Customer Service

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

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

Our contact details are:

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel 0344 770 9000

Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London

E14 9SR

Tel 08000 234 567

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

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 00 678 1100.

Authorisation

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

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

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998

Section 7: Home Emergency Protect

Introduction

This is **your** Home **Emergency** Protect. **Your** Contract of Insurance is made up of **your** application, policy and certificate and is based on the information **you** gave **us** when **you** applied. This policy and **your** certificate should be read together. Please check them carefully to make sure they give **you** the cover **you** want. If **your** needs change, or any of the information on which the contract is based changes, the certificate may need to be altered. Under the policy conditions **you** must tell **us** of any changes.

We agree to insure **you** according to the terms and conditions contained in this policy and the sections indicated in the certificate. **You** agree to pay the premium by the required date/s and keep to the conditions of the contract of insurance. This insurance is effected in England and unless otherwise agreed is subject to the laws of England and Wales.

This insurance is not an equipment maintenance contract, household building or contents policy. It complements **your** household insurance policies, providing services and benefits which are not usually available under such policies.

Insurer

This policy is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Your Policy is arranged by Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: Warranty House, Savile Street East, Don Valley, Sheffield S4 7UQ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register/ or by contacting them on 0800 111 6768.

Definitions

All through this policy there are certain words that have special meanings whenever they appear in **bold** within the policy, these are listed below:

Authorised Service Agent/Contractor

The qualified service agent or organisation appointed by the **helpline** to carry out the necessary service and repairs in accordance with the Policy.

Boiler

A gas fired **conventional** or **combination boiler** rated up to 200,000 BTu's (58.6KW), which heats the water for **your central heating installation**.

Breakdown (Central Heating)

The actual breaking down or burning out of any component covered by the Policy arising from either a mechanical or electrical defect in the **property** causing the **central heating installation** to fail to work and require replacement or repair of the components.

Central Heating Installation

The specified central heating **boiler** parts and, where applicable, the water circulation pump and specified parts of **your** central heating system. The details are shown on **your** certificate and in this Policy. It must be installed at **your property/home** and used for **domestic purposes** only.

Combination Boiler

A gas fired **boiler** which heats water direct from the cold water main, does not have a separate hot water cylinder and is under fifteen years old at the start of **your** Policy.

Conventional Boiler

A gas fired **boiler**, which heats and supplies hot water to a separate hot water cylinder and is under fifteen years old at the start of **your** Policy.

Domestic Purposes

At least half the rooms at the **property** must be used for normal living purposes.

Emergency

Emergency - means a sudden and unexpected event which, if not dealt with quickly would, in the reasonable opinion of the **helpline**:

- (i) have resulted in a **breakdown** of the **boiler** or
- (ii) render the **home** unsafe or insecure; or
- (iii) damage or cause further damage to the **home** and/or any of **your** belongings forming part of or normally contained within the **property/home** or
- (iv) cause personal risk to **you**.

Endorsement

A change **we** make to the Policy, notified to **you** in writing by **us** or on **our** behalf.

Geographical Limits

England, Scotland, Wales and, Northern Ireland.

Helpline

Customer service – 0208 847 8000
24hr Home **Emergency** Assistance Insurance – 0344 573 7912

Our/Us/We

UK General Insurance Limited on behalf of Ageas Insurance Limited.

Pest

Any living creature capable of causing harm, or transmitting an infecting disease.

Property/Home

Your principal permanent place of residence as shown on **your** certificate, including out buildings and garages of which **you** are the owner, but excluding bedsits / properties in multiple occupation, council properties, residential homes or nursing homes.

Repairs (Central Heating)

Repair work undertaken by an authorised service agent/contractor appointed by us to remedy an emergency. The cost of repairs shall include the authorised service agent/contractor's call out charge, labour charges, repair materials and VAT up to the Policy limit. Repairs and parts will be fitted on a "like for like" replacement basis.

Repairs (Emergency)

Temporary repair work undertaken by an authorised service agent/contractor appointed by us to limit or prevent damage.

You/Your

The person shown on your certificate.

What is covered

In the event of an **emergency** occurring in **your** home, **we** will:

- a) Advise **you** on what action to take to protect yourself and **your** home;
- b) Send one of **our authorised service agents/contractors to your home** or arrange a convenient time for an **authorised service agent/contractor** to attend and
- c) Cover the cost of providing **emergency** assistance detailed under the "What **we** will pay" section of **your** Policy

Cover provided

This cover is only provided if the **emergency** happens during the period of cover and it is caused by one or more of the following:

Electricity supply

Complete failure or **breakdown** of the electricity supply system within **your home**.

Primary heating system

Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system**.

- (A) Any **boiler** with standard component(s), as supplied by the **boiler** manufacturer and fitted within the **boiler** casing that are designed to be used in the normal operation of the **boiler**.

Motorised/Selector Valves, room thermostat, time control, single water circulating pump (which must be able to be isolated without draining the system down).

- (B) Radiators (standard radiators against leaks & isolated corrosion)

Above ground internal pipe work (as long as it is easily accessible and not inside the fabric of the building).

radiator valves, single – standard hot water cylinder (excluding the insulation jacket & immersion heater) and expansion tank. For cylinders in excess of this, a standard cylinder allowance will be made.

- (C) Labour Charges

Labour charges directly connected with the repair or replacement of failed parts of the **central heating installation at your property/home** as stated in the certificate.

The heating system must have been properly installed, maintained or repaired. We will not pay for any costs if you are unable to provide evidence, such as a service receipt or invoice, that the boiler has been serviced in the last 12 months by a Safegas registered engineer

Plumbing and drainage

Failure of, or damage to the plumbing or drainage system which result in water damage inside **your home**. This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets where there are no alternative facilities available); and
- blocked drains.

Uninhabitable accommodation cover

If no-one can live in **your home** as a result of an **emergency**, the **helpline** will pay all **your** reasonable costs in getting basic accommodation for one night, as long as the **helpline** approves it beforehand.

Security and glazing

Failure of, or damage not caused by **you** to, outside locks, doors or windows which means that **your home** is no longer secure.

Vermin

If **you** need to remove rats, mice, cockroaches, and wasps or bees nests from **your home** (this does not apply to animals and insects already in **your home** before **you** took out cover).

Roof

Damage to the roof of **your home** caused by storm or fallen trees or branches.

Policy Conditions

Basis of Contract

To prevent claims on pre-existing problems, there is a 14-day waiting period from the date the Policy application is received before cover commences. Therefore in the first term of this Insurance Policy, the period of insurance is fifty weeks. Providing **you** renew before the expiry of **your** policy, no waiting period applies after **your** first years cover.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b) to make sure that all of the information supplied as part of your application for cover is true and correct;
- c) tell us of any changes to the answers you have given as soon as possible.
- d) Any outstanding premium is due.
- e) A fraudulent claim is made.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

Repairs/Replacements

Repairs will only be carried out and/or replacement parts purchased by, the **authorised service agent contractor**. **Repairs** including labour and replacement parts will be guaranteed for 12 months. Business & Domestic and it's authorised service agent/contractor are not liable for delays due to non-availability of parts.

Cancellation

If you decide for any reason that this policy does not meet your insurance needs then please return it to us within 14 days of issue. On the condition that no claims have been made or are pending, we will refund your premium in full.

If you wish to cancel your policy after 14 days you will be entitled to a pro-rata return of premium.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

Provided that the premium has been paid in full you will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance document.

Access to Inspect

We have the right to examine the **property** at all reasonable times during the period of insurance to ensure **your** boiler is in good working order. Prior notice will be given.

Pre-Existing Problems

Any pre-existing defects are excluded from cover by this Contract of Insurance.

What we will pay (Limits of Indemnity)

We will pay at **our** discretion up to £500 (including VAT) towards labour costs (including call out charges, materials and parts required to affect an **emergency** repair in **your home**) on any one occasion. We will not pay for more than one call out arising from the same cause.

Replacement Parts

Where "like for like" replacement parts are unavailable due to parts being either unobtainable or obsolete, **we** will pay for the nearest suitable part/upgrade part, but **you** will be liable for any necessary additional parts and/or labour.

Beyond Economical Repair

Where **your** boiler/system is in **our** view is uneconomical to repair, **we** will pay at **our** discretion a contribution towards the cost of a new **boiler** (once **we** are in receipt of a Gas Safe Register Authorised Engineers invoice for the fitment of a replacement **boiler**) less any outstanding premium, in line with the following allowances:

| | |
|------------------------------|--------------------------------|
| Systems/Conventional Boilers | Combination/Condensing Boilers |
| £250 incl. VAT 1-5 years | £250 incl. VAT |

What is not covered

1. Any event arising from circumstances known to **you** prior to the commencement date of this insurance, including any parts known to be failing or in need of attention/repair. Including claims arising as a result of wear and tear.
2. Damage, which is accidental or otherwise, caused by external means, including those caused by failure or disconnection of gas, electric, oil or water supplies.
3. Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
4. Any legal liability to any third party following damage or injury, loss of use, delay or any other subsequent loss.
5. Any failure of insured parts during the period when they are covered by the relevant manufacturers/contractor's guarantees or warranties or insured parts covered through non compliance with the manufacturer's operating instructions.
6. Any inherent or recurring manufacturer's design fault or defect.
7. Non functional decorative parts, trim or casing, the **repairs** or replacement of immersion heaters, designer or cast iron radiators, steel piping, solar heating system, cesspits, septic tanks and central-heating fuel tanks, non standard radiators or towel rails.
8. Any operational procedure or adjustment to the **central heating installation** described in the manufacturers operating instructions; i.e. venting radiators, turning off or lighting up of pilot lights, adjustment to time switches or other controls.
9. Replacing washers, clearing air locks, blocked pipes, poor circulation, balancing of radiators, non standard radiator valves, or work arising in the opinion of the **authorised service agent/contractor** from an incorrect installation.
10. Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit or from damage caused by corrosive water or water with a high chemical content.
11. Fuel lines to and flue ducts from the boiler, including gas leaks between the gas meter and appliance. Ducting, flues and warm air vents.
12. Any water pressure adjustments on sealed central heating installations, except in connection with a breakdown or failure covered by this policy.
13. Items designed to be regularly replaced in the normal operation of the boiler such as burner nozzles, fuses, filters etc.
14. Water circulating pumps not capable of being isolated by a valve either side of the pump or renewed without draining down. Pumps that have pipe work connections of 1 inch bore or greater, or a motor rating of 178 watts single phase. Pumps installed in secondary or direct hot water systems.
15. Any costs incurred due to boiler or system noise and/or where no fault is found or any intermittent faults
16. Unvented or pressurised hot water cylinders.
17. Cost of any draining down where no appropriate draining facility is available.
18. Refilling the system with additives such as corrosion inhibitor.
19. Additional pipe work or wiring due to replacement parts being fitted.
20. Replacement filling loop or replacement of steel pipes, non-standard cylinders and tanks.
21. Showers and associated pumps, bath, sink and water basin taps. Dripping or running overflows or steel water pipes.
22. No claim will be paid if it results from any of the following:
 - Damage or failure outside the boundary of the home.
 - Deliberate disconnection, withholding, or interruption of mains services to the home.
 - Loss or damage resulting from a wilful act.
 - Any legal liability or subsequent loss arising from any delay in providing the services to which it relates.
 - Any costs arising as a result of failure to service the boiler/system or in accordance with the manufacturer's instructions.
 - Damage resulting from lack of proper maintenance/incorrect installation.
 - Shared pipe work leading to or from other properties.
23. Where at any time in the opinion of the authorised service agent/contractor the boiler or system is installed incorrectly, is unsafe or is fitted with the incorrect component.
24. Energy management systems and their controls.
25. Costs that have not first been notified through the correct helpline and carried out by the authorised service agent/contractor.
26. Any costs in excess of the limits of cover. You are responsible for agreeing and settling these directly with the contractor.
27. Loss or damage of any kind directly caused by war, hostilities, riots, fire, lightning, explosions, storms, tempest, floods, frost, or other climatic conditions, subsidence, strike or lock-out..

28. Any defect, damage or breakdown caused through malicious or wilful action, negligence, misuse or third party interference including any attempts to repair, modify or install.
29. Any claim or event where the property/home has remained unoccupied for more than 30 days.
30. Any fixtures including wiring and earthing where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
31. Insured parts not easily accessible or enclosed inside the fabric of the building including under-floor heating.
32. Costs incurred where you have been advised of a need to carry out permanent repair work to avoid repetitive situations leading to emergencies. Including maintenance preventative damage and extensive corrosion.
33. **Boilers** which exceed the age limit of the **policy**
34. Accidental damage to glass or replacement glass.
35. Any matters relating to security alarms.
36. Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to effect an **emergency** repair;
37. Loss or damage to any **home**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
 - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
38. Pests kept as domestic pets or for commercial purposes. Boring insects and woodworm
39. Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system** where the **primary heating system** has not been properly serviced on an annual basis.

How to claim

If **your property/home** suffers an **emergency** covered under this **Policy**:

FIRST CHECK TO SEE IF THE EMERGENCY IS COVERED AND WHETHER IT IS SOMETHING YOU CAN CORRECT YOURSELF SUCH AS –

If your radiators are not getting hot - a cold radiator may just require re-venting.

If **you** have no heating or hot water - a pilot light may have gone out which may need re-lighting or **your** room thermostat and time control may not be correctly set.

There will be a charge if the **authorised service agent/contractor** is called to attend for one of the above problems.

If the problem is not corrected by any of the above, contact the **helpline** as soon as possible and arrange for the **repairs** to be carried out (subject to the notes below). If **you** require the **authorised service agent/contractor** to use a security password, please notify the **helpline** at the time of your call.

The **authorised service agent/contractor** must carry out all **repairs**; **we** will not accept repair bills from any other company. Once the **repairs** are completed to **your** satisfaction, simply sign the attendance record and **we** will settle the claim with the **authorised service agent/contractor** directly.

The **approved service agent/contractor** will charge all costs covered by the insurance directly to **us**. **You** will be asked to pay:

- a) **call-out** charges if there is no-one at the **property** when the **engineer** arrives;
- b) work in excess of the **claim limit**;
- c) fitting replacement parts or components of a superior specification to the original at **your** request.
- d) If at the time of requesting assistance the **helpline** do not have a record of **your** policy on file, the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

Any failure of the **central heating installation** where the cost of repair is estimated by the **authorised service agent/contractor** to exceed £250 (incl. VAT), may only be repaired with **our** authorisation.

An abortive call charge of £20 plus VAT will be applied, should **you** not meet an agreed appointment made by the **authorised service agent/contractor**.

Should the **authorised service agent/contractor** not meet an agreed appointment with you, **we** will confirm non-attendance directly with the **authorised service agent/contractor** and pay a £10.00 reimbursement to **you**.

Our **authorised service agent/contractor** will only attend where an adult over 18 years of age is present, or else **you** will be liable for an abortive call charge.

IMPORTANT- Please note

Please quote the policy number shown on the certificate on all correspondence.

In the event that a repair exceeds the policy limit or takes the amount claimed during the period of cover over the policy limit, you will be asked if you wish the repairs to be completed and if necessary be asked to pay any amount in excess of the policy limit.

Requesting Assistance

First check the circumstances are covered within the terms of this policy and under the product **you** have purchased. Having done this telephone **us** stating **your** Policy Number, on:

0344 573 7912

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON: 0800 111 999

Customer Service

Telephone Calls

As part of **our** customer service commitment, **we** may record **your** telephone call with **our** representatives to monitor and improve the quality of services **we** provide.

Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

For complaints relating to policy sales, in the first instant please contact:

Business & Domestic Insurance Services
Building A
Venture House
Arlington Square
Bracknell
Berkshire
RG12 1WA

Telephone: +44 (0) 1344 706015
Fax: +44 (0) 1344 668437
Email: info@businessanddomestic.co.uk

If your complaint about the policy cannot be resolved by the end of the next working day Business & Domestic Insurance Services will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Telephone number: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

For complaints relating to claims, please contact:

CET Structures Limited
Unit 2 E2 First Floor,
Boundary Court,
Willow Farm Business Park,
Castle Donington,
Leicestershire,
DE74 2NN

Telephone number: 01332 818139
Email: customer.relations@cet-uk.com

In the unlikely event that the complaint is still not resolved to **your** satisfaction, **you** may refer to the Financial Ombudsman Service whose address is Exchange Tower, Harbour Exchange, London, E14 9SR, telephone number 0800 023 4567 or 0300 123 9123. Please note **you** have six months from the date of our final response in which to refer **your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **your** right to take legal action against **us**. None of the above affects any right of legal action **you** may have.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Ageas Insurance Limited cannot meet it's obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from www.fscs.org.uk or by phoning 0207 892 7300.

Data Protection Act 1998

Please note that any information provided to **us** will be processed by us and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Privacy Notice

The following applies to sections 1, 2 and 3 of this policy.

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** mean Ageas Insurance Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. **You** should show this notice to anyone else **insured** or proposed to be **insured** under **your** policy as it will also apply to them. It explains how **we** use all the information **we** have about **you** and the other people **insured** under **your** policy. Please note that if **you** give **us** false or inaccurate information this could give **us** the right to avoid **your** insurance policy or it could impact **your** ability to claim.

Sensitive information

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

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the group for any of the purposes set out in this notice. If **you** want to know more about the Ageas group please go to www.ageas.co.uk.

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

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

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

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

We use a number of service providers to support us, including companies who may be based outside Europe.

You can ask for further information about **our** use of **your** personal information. If **you** require such information, please write to the Data Protection Officer at the address set out on the next page.

Preventing and detecting crime

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

- check **your** personal information against **our** own databases;
- share it with fraud prevention agencies. **Your** personal information will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when **you** make an application to them for financial products (including credit, savings, insurance, stockbroking or **money** transmission services). If such companies suspect fraud, **we** will share **your** relevant personal information with them. The information **we** share may be used by those companies when making decisions about you. **You** can find out which fraud prevention agencies are used by **us** by writing to **our** Data Protection Officer at the address set out on the next page; and/or
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Ltd. For details relating to information held about **you** on the Claims and Underwriting Exchange please visit insurancedatabases.co.uk. **We** may pass information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

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

Marketing

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

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

Monitoring and recording

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

Security

We will take appropriate technical, physical, legal and organisational measures, to protect **your** personal information. Some of **your** personal information may on occasion, be sent through **our** email system. **Our** email system is operated by a third party and uses servers located outside of the EEA which are shared with other parties. **We** ensure that any such transfer of **your** personal information through **our** email system is secure and complies with UK data protection law and guidance.

Reinsurance use

We also use the services of re-insurance companies based outside the European Economic Area. If **we** do this **we** will ensure they provide an appropriate level of protection for **your** information.

Further information

You are entitled to receive a copy of any of **your** personal information **we** hold. If **you** would like to receive a copy, or if **you** would like further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA giving **your** name, address and insurance policy number. **We** may charge **you** a small fee for this. If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Policy Conditions

1 Compliance with conditions

These conditions apply to all sections of the policy and to all extensions. **You** and all members of **your family** permanently residing with **you** must comply with the terms and conditions of this policy. Any person or entity seeking the benefit of this policy shall be deemed to have notice of its terms, conditions (including exclusions) and shall have complied and shall continue to comply with them so far as they may reasonably be capable of applying to and being complied with by such person or entity.

2 Your duty to prevent loss or damage

- a **You** and any person seeking the benefit of this policy must take all reasonable steps to protect the property and prevent accidents, injury, illness, loss or damage and to maintain the property in sound condition and good repair.
- b **You** and any person seeking the benefit of this policy should take all reasonable steps to prevent loss or damage as a result of any item failing to correctly recognise the date change to the year 2000 or any other date change.

3 Your personal representatives

If **you** die, **we** will insure **your** legal personal representatives for any liability **you** had previously incurred under the policy, provided they fulfil the terms of the policy.

4 Changes in circumstances

You must inform **us** as soon as possible of any changes which may affect this insurance. For example:

- a If **you** change address or the number of **bedrooms** is increased.
- b **You** or **your family** being convicted of a criminal offence (other than driving offences).
- c If the **home** is to be left **unoccupied** for more than 60 consecutive days.
- d If the sums insured shown in the certificate are not adequate.
- e A change in occupancy or use of the **home** address.

5 Cancellation

We may cancel this policy by giving **you** 21 days notice by letter at **your** last known address. If **we** cancel the policy **we** will refund premium paid for the unexpired period of insurance. Notice given to **you** shall be deemed to be notice given to any person or entity who is or maybe seeking to claim any contractual right to any benefit under this policy. **You** may cancel this policy by giving **us** 21 days notice. Providing **you** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **you** may be entitled to a refund of premium for the unexpired period of insurance.

6 Cooling-off period

If **you** decide not to proceed with this policy, please return it within 14 days of receipt. Providing **you** or **your family** have not made a claim and as long as no incidents have arisen that could result in a claim under the policy, **we** will refund the **policy**, charging you only for time on cover. Cancellations made after 14 days of the start date will be subject to cancellation fee of up to £35. We will also retain a pro-rata premium for time on cover. For instance, if you paid £200 for a policy and cancelled this half-way you will be entitled to a refund of £100 for the unexpired portion of the policy less the cancellation fee of £35 (total refund in this instance would be £65).

7 Fraudulent claims

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

8 Arbitration

Where **we** have accepted a claim but there is disagreement over the amount payable, the dispute will be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** until the arbitrator has reached a decision.

9 Other Insurances

If at the time of any loss, damage or liability arising under the policy there is any other Insurance covering the same loss, damage or liability **we** will pay only **our** rateable proportion.

10 Notification of a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** in writing

as soon as reasonably possible. The police must be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, riot, malicious act, labour or political disturbance or accidental loss of property. **You** must, at **your** own expense, provide **us** with all the details and evidence, including written estimates and proof of ownership or value. Any letter of notification or any writ, summons or other legal document served on **you** or **your family** in connection with a possible claim must be sent to **us** immediately. **You** must not answer any correspondence or admit, deny or negotiate any claim without **our** written consent.

11 Company's rights after a claim

We or **our** representatives will be entitled to enter any building where loss or damage has occurred and deal with any salvage, but no property may be abandoned to **us**. **We** may conduct, in **your** name and on **your** behalf, the defence or settlement of any legal action and take proceedings at **our** own expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy.

12 Payment of Premium

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

Where the premium is being paid under Creditplan the due date will be in accordance with the Repayment Schedule. Where the policy is cancelled mid term and a claim has occurred and been paid by **us** during the period of insurance in which the policy is to be cancelled, refund of premiums will be made at **our** discretion.

13 Payment of Claims

In the event of a claim being made under this policy and the premium is being paid under Creditplan **we** may deduct from any settlement any outstanding premium payment. The maximum limit placed on any benefit or indemnity of any kind payable under this policy shall not be increased by the number of persons or entities that may be entitled to claim contractual rights under this policy and **our** maximum liability shall not thereby be increased above the amount that would have been payable if **you** were the only person or entity that was entitled to contractual rights under the policy. Where more than one person or entity is entitled to seek any benefit or indemnity of any kind under this policy **we** shall not be under any duty to inquire into or investigate the priority of any such persons or entities and receipt of any such person or entity shall be deemed to be given on behalf of all such persons or entities that may be entitled to contractual rights under the policy.

14 Law Applicable to the Policy

You and **the company** are free to choose the law applicable to this contract but in the absence of agreement to the contrary the law of England and Wales will apply

General Policy Exclusions

What is not insured by this policy

- 1 Loss or damage to any property, or any legal liability, directly or indirectly caused by or contributed to or arising from:
 - a ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
This exclusion does not apply to Accidents to Domestic Employees section 2(M);
 - b war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power;
This exclusion does not apply to Accidents to Domestic Employees section 2(M); or
 - c pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 2 Any loss suffered by **you** or **your family** due to any person obtaining property by deception.
- 3 Any loss or damage to the property resulting from theft, attempted theft or malicious acts by **you** or any member of **your family**.
- 4 Loss or destruction of, or damage to, any property, or death of or bodily injury to any person, directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 5
 - a Direct or indirect loss, damage, derangement or malfunction of any **insured** item or any part thereof where such loss, damage, derangement or malfunction occurs as a result of:
 - i a failure of that item or any part thereof to correctly recognise the date change to the year 2000 or any other date change; or
 - ii computer viruses.
 - b Legal expenses or legal benefits or liability arising from (a) above.

Except

Where the loss or damage would fall to be dealt with by virtue of the operation of causes 1 to 11 inclusive under section 1 **buildings** and section 2 **contents** of this policy.

- 6 Loss, damage, cost or expense of whatever nature arising directly or indirectly from an act of **terrorism** regardless of any other cause or event contributing at the same time or in any other sequence to the loss. This exclusion does not apply to Accidents to Domestic Employees section 2(M).
- 7 Any loss or damage caused by wear and tear, gradual deterioration, depreciation, cleaning, restoring, reproofing, light, atmosphere, parasites, vermin, insects, moths, mould, fungus or any other gradually operating cause.
- 8 Any loss or reduction in market value resulting from the repair or replacement of lost or damaged property, or any costs not directly incurred as a result of the loss.

Discount Insurance is a leading provider of insurance products and services to the commercial and residential lettings market and provides this policy on behalf of leading UK Insurers.

With our expertise, commitment to customer care and consistent quality service, you can rely on Discount Insurance for lasting security and comprehensive products.



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LANDLORD RENT & LEGAL PROTECTION

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UK & EU HOLIDAY HOMES

CARAVAN INSURANCE

TRAVEL INSURANCE

BREAKDOWN INSURANCE

PET INSURANCE

TENANTS REFERENCING

DISCOUNT INSURANCE

The Business Exchange,
26/28 Hammersmith Grove
London, W6 7BA
Tel: 020 8847 8000
Fax: 020 8847 8001

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