



# First Home: Premier Policy Wording

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# Important Phone Numbers

Below is a list of important phone numbers that relate to this insurance policy.

## **Home Insurance Claims 0330 124 5164**

This phone number is for registering new claims and is open 24 hours a day, 365 days a year. In all cases, please report claims as soon as possible so that we can take any action necessary.

Please see page 20 for the steps of how to make a claim.

## **Legal Advice 0344 770 1040**

If you want to get confidential advice on any personal legal problem, please phone the legal help line.

This service is provided by 'Arc Legal Assistance' and the advice is free. When you phone, please quote 'First Underwriting Home Legal Helpline' and have your policy number available.

## **Victim Support 0808 168 9111**

Victim Support is the national charity for people affected by crime. Staff and volunteers offer free and confidential information and support at local branches and on Victim Support line.

## **Home Emergency 0333 234 3465**

If you have an emergency in your home such as a burst pipe or failed central heating, this phone number is for registering claims covered under section 4. You must report any claim as soon as possible providing them with your name, address, postcode and the nature of the problem.

## **Emergency Repairs Helpline 0333 234 3465**

If the emergency in your home is not covered by section 4 of this policy the Emergency Repairs Helpline can assist. They will locate and send an approved tradesman to your home. You will be responsible for the tradesman's charges.

# Welcome to First Underwriting Ltd

Thank **you** for choosing this household insurance policy issued by First Underwriting Ltd.

**You** should have this policy booklet, a policy **schedule** and Insurance Product Information Document (IPID). These documents provide evidence of a legally binding contract of insurance between **you** and **us**. Please read all documentation carefully, including the terms, conditions and exceptions to ensure they meet **your** needs. If they do not meet **your** needs, please return them to **us** or **your** insurance broker immediately. If the insurance described does not give **you** everything **you** need, please tell **us** immediately.

This insurance contract is based on the information provided by **you** or on **your** behalf at the time **you** applied for this insurance and is shown in the statement of facts. Please tell **us** at once if **you** have made any mistakes or if the information provided by **you** is not accurate or complete, otherwise this policy may not be valid.

## If you have a loss call our 24 hour Claims Helpline:

**0330 124 5164**

This phone number is for registering new claims only and is open twenty (24) hours a day, three hundred and sixty-five (365) days a year. In all cases, please aim to contact **us** within one (1) hour of a loss but no later than forty eight (48) hours. This is regardless or not if **you** wish to make a claim under this insurance.

If **your** loss was due to theft, attempted theft, riot, or vandalism please contact the police and obtain a crime reference number.

### Law applicable to this contract

Unless **we** agree otherwise:-

The language of this policy and all communications relating to it will be English;

This contract will be subject to English law and the decision of English courts.

### Rights of Third Parties

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

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under any law in any country in which this insurance applies.

### Period of insurance and premium payment

**We** have agreed to insure **you** against loss as described in this policy that may occur within the **territorial limits** of the policy during the **period of insurance**, provided that **you** have paid the premium shown in the **schedule**. The cover **we** provide is subject to the terms, conditions and exceptions contained in this policy booklet or in any **endorsement** applying to this policy.

When cancellation follows **your** failure to pay the full premium, the amount of money to be returned to **you** will be calculated taking into account a pro rata refund of premium, relating to the number of days left to run under the policy. There will be no refund of premium allowable if there has been a loss or incident likely to give rise to a claim during the current **period of insurance**. **We** may at **our** discretion reduce any claims payment by the amount of outstanding or overdue premiums that **you** owe **us**.

### Delegated authority

First Underwriting Limited is an intermediary and not an insurer. First Underwriting Limited has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation Accredited Insurance (Europe) Limited – UK Branch ('Accredited') have granted to First Underwriting Limited under the terms of a contract between First Underwriting Limited and Accredited. This contract makes First Underwriting Limited the Agent of Accredited and gives them the authority to perform certain acts on Accredited's behalf, but does not affect Your rights to claim or make a complaint.

## Regulation and signature

Accredited Insurance (Europe) Limited – UK Branch is licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

First Underwriting Ltd act as an administrator on behalf of Accredited Insurance (Europe) Ltd.



Colin Johnson  
Director  
Accredited Insurance  
(Europe) Limited -  
UK Branch



Tom Donachie  
Managing Director  
First Underwriting Limited.

## Regulation:

Malta Financial Services Authority  
Triq I-Imdina, Zone 1  
Central Business District, Birkirkara  
CBD 1010

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Accredited Insurance (Europe) Limited – UK Branch is the UK Branch of Accredited Insurance (Europe) Limited, which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta.

Accredited Insurance Europe Limited - UK Branch has a place of registration and principal place of business at 71 Fenchurch Street, London, EC3M 4BS. UK Companies House registered number: BR021362.

# Important information

## Data Protection

First Underwriting Ltd is the data controller and processor in respect of **your** personal data. This means that **we** decide how **your** personal data is processed and for what purposes, and process **your** personal data.

**We** comply with **our** obligations under the GDPR by keeping personal data up to date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

## Use of Personal Information

**We** use personal information for the following purposes:-

- To assess **your** request for insurance, provide a quotation and administer **your** policy;
- To undertake the performance of a contract of insurance to which **you** are a party;
- To administer **your** claims and third party claims;
- To prevent fraud and financial crime;
- statistical analysis and management information;
- audits, system integrity checking and risk management;
- To send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but if **you** do not, **we** may not be able to provide products or services or administer claims.

## Profiling and Automated Decision Making

**We** may use automated decision making, which includes profiling in our assessment of insurance risks and for the administration of policies. This is used to help **us** decide whether to offer insurance, determine prices and validate claims.

## Collection of Personal Information

**We** collect the following types of personal information to allow **us** to complete the activities described under 'use of personal information' above:-

- Individual details such as name, address, phone numbers, age, gender, marital status, dependents, employment status and job title;
- Financial details such as bank account or credit card information;
- Identification details such as passport number or national insurance number;
- Tracking, telematics, camera or video records if it is relevant to the insurance policy or the claim;
- Background insurance checks including previous policy information and claims history;
- Special categories of data including health, disability, motoring convictions and criminal convictions.

## Where we collect Personal Information From

**We** may collect information about **you** from the following sources: -

- **You** or **your family** members;
- **Your** representatives;
- Information **you** have made public (such as via social media);
- Credit reference or fraud prevention agencies;
- Emergency services, law enforcement agencies, medical and legal practices;
- Insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Claims and Underwriting Exchange (CUE)
- In the event of a claim, insurance investigators, claims service providers, claimants or witnesses;
- Other service providers or provider services for **our** products.

## Sharing of Personal Information

**We** may need to share **your** personal information with other recipients which could include:-

- Approved service providers or suppliers or other group companies that provide support services;
- Fraud prevention or credit reference agencies or other agencies that carry out work on **our** behalf such as the Insurance Fraud Bureau (IFB);
- Other insurers, reinsurers, underwriters, regulators, law enforcement, Ombudsman Services or the Claims and Underwriting Exchange (CUE);
- Purchasers of the whole or part of **our** business.

## Retention of Personal Information

**We** keep personal information only for as long as is necessary to administer the policy or manage **our** business or as required for legal or regulatory purposes.

## Use and Sharing of Special Categories of Personal Information

Special categories of personal information under Data Protection Legislation include medical history, disabilities, motoring or criminal convictions. **We** may need to collect and process this information for the purposes of evaluating the risk and/or administering **your** policy or a claim. **You** or any person covered under this policy must provide explicit verbal or written confirmation to such information being processed by **us**.

**We** will only share this information in accordance with appropriate laws and regulations or where it is essential to administer the policy or when dealing with a claim.

## Your Rights

**You** have the right regarding any personal information that **we** hold to:-

- Restrict or object to **us** processing it and **we** will agree to either stop processing or explain why **we** are not able to;
- Access the personal information **we** hold about **you** subject to certain restrictions;
- Ask **us** to update any data that is incomplete or correct any inaccurate information;
- Ask **us** to delete the information from **our** records if it is no longer needed for the original purpose;
- Ask **us** for an electronic copy so it can be used for **your** own purposes;
- Ask **us** to stop processing the information if the processing is based solely on individual consent;
- Find out about any automated decisions **we** make that affect **your** insurance premiums.

If **you** have any questions about how **we** use personal information or if **you** wish to exercise any of **your** rights or to complain if **you** feel that **your** personal information has been mishandled, **you** can contact **our** Data Protection Officer as follows:-

dataprotection@firstuw.com.

**You** also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at [www.ico.org.uk](http://www.ico.org.uk).

## Fraud prevention and detection

In order to prevent and detect fraud, **we** may at any time:

- share information about you with other organisations including law enforcement agencies and public bodies;
- conduct searches using publicly available databases;
- undertake credit searches;
- check and share Your details with fraud prevention and detection agencies.

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

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

- checking details on applications for credit and credit related to other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt and tracing beneficiaries;
- checking details on proposals and claims for all types of insurance;
- checking details of job applicants and employees.

**You** can contact **us** if **you** want to receive details of the relevant databases, registers and fraud prevention agencies that **we** use.

## Claims history

When **you** tell **us** about an incident or claim **we** may pass information relating to it to the Claims and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL), or another relevant database.

**We** and other insurers may search these databases when **you** apply for insurance, in the event of any incident or claim or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.

# Our complaints procedure

## Our commitment to you

**We** strive to provide an excellent service to all our customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question about this insurance or complaint about **your** broker, **you** should contact **your** broker.

If **your** complaint is in relation to this insurance or a claim **you** should contact **us** as follows:

Tom Donachie  
Managing Director  
First Underwriting Ltd  
Part Level 15,  
The Gherkin,  
30, St Mary Axe  
London. EC3A 8EP

If **we** cannot resolve **your** complaint straight away we will aim to resolve your concerns as soon as possible and **we** will keep you informed of progress while **our** enquiries are continuing.

## The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction or if **you** remain dissatisfied following receipt of **our** final response letter, **you** may be able to ask the FOS to formally review **your** case. **You** must contact FOS within six months of **our** final response.



The FOS contact details are as follows:

Financial Ombudsman Service Exchange Tower, London E14 9SR

**You** can telephone for free on:

0800 023 4567 for people phoning from a “fixed line” (for example a landline at home) or

0300 123 9123 for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or by e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and **you** are entitled to contact the FOS at any stage of **your** complaint.

If **you** are unsure whether FOS will consider **your** complaint or for more information please contact the ombudsman directly, or visit [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk).

### **Office of the Arbiter for Financial Services**

You may also be able to refer **your** complaint to: Malta Financial Services Authority, Triq l-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, telephone (+356) 212 49245 if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) working days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

### **About the Office of the Arbiter for Financial Services**

The Office of the Arbiter for Financial Services considers that a “complaint” refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms “person” does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

### **The Financial Services Compensation Scheme (FSCS)**

**We** are covered by the Financial Services Compensation Scheme (FSCS) which means that **you** may be entitled to compensation if **we** are unable to meet **our** obligations to **you**. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.

# Cancellation

## 1 Your cancellation rights:

**You** have the right to immediately cancel the cover within fourteen (14) days of the commencement of the **period of insurance** or the receipt of this policy, whichever is the later (the 'cooling off period');

**You** should exercise this right by contacting the entity that effected this insurance on **your** behalf or by writing to **us**;

If **you** do exercise this right, and provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **we** will return to **You** a proportion of the premium calculated on a pro-rata basis. The amount of premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments outstanding at the date of cancellation;

If the "cooling off period" has expired, **you** may cancel the policy during the **period of insurance** in writing via the entity that effected this insurance on **your** behalf. Provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance**, **you** will be entitled to a refund of the premium paid calculated on a pro-rata basis. The amount of any premium to be refunded under this condition will be reduced by all unpaid premiums or unpaid premium instalments due.

## 2 Our cancellation rights:

In addition to **our** rights set out in the following clauses:

- a) Your duty of fair presentation;
- b) **Period of insurance** and premium payment;
- c) Fraud;

**We** may, if **we** have a valid reason, cancel this insurance at any time by sending **you** notice in writing to **your** last known address. The notice will include the reason for the cancellation, which may include but are not limited to **your**:

- a) continued failure to comply with the terms and conditions of this policy;
- b) failure to co-operate with **us** or provide **us** with information or documentation **we** reasonably require where such the lack of cooperation affects:
  - i) **our** ability to process a claim; or
  - ii) the defence of our interests; or
  - iii) the making of risk based underwriting decisions.

In this case, the notice of cancellation will be withdrawn if **you** provide the details required in the letter within the notice period;

- c) use of threatening, abusive or intimidating behaviour or inappropriate language towards, or bullying of **our** staff or anyone acting on **our** behalf;

If **we** cancel this policy, provided no claim has been made or no circumstance has arisen which is likely to give rise to a claim during the **period of insurance** **we** will return to **you** a proportionate return of the premium in respect of the unexpired **period of insurance**. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

# Helpful Hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

## Fire Prevention

### Do

- Test **your** smoke alarms regularly. Smoke alarms save many lives and significant damage every year.
- Check **your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits.
- Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **you** are in doubt.
- Always unplug non-essential appliances before **you** leave the home or before **you** go to bed at night especially electric blankets.
- Be careful with cigarette ends, ashtrays and hotirons.
- Install suitable fire extinguishers. **You** should put one in the kitchen.
- Make sure that all open fires are correctly guarded – even if they appear to be out – especially at night.
- Have **your** chimneys swept and flues regularly checked, at least once a year (if **you** use open fires).
- Put out candles before **you** leave the room, make sure they have secure holders and are not near any flammable material or surface such as curtains.

### Don't

- Smoke in bed.
- Move or fill oil heaters when they are alight.
- Let children play with matches or fire.
- Leave a pan of fat unattended on the cooker.
- Leave children unattended in an active kitchen.
- Overload electrical sockets.

In the event of a fire, plan an escape route for **your family**, keeping all window and door keys in easy access. Do not attempt to gather contents.

If **you** would like more information about fire, its effects and prevention go to [http:// firekills.direct.gov.uk](http://firekills.direct.gov.uk).

## Water Damage

One of the biggest risks of water damage occurs when **you** are away during the winter when pipes can freeze and burst.

It is therefore important that **you** insulate all pipes in **your home** especially the pipes in the loft as these are vulnerable to the cold air especially in winter months.

If **you** are going on holiday or the **home** is going to be unoccupied between the period of 1st October to 31st March it is important that **you** maintain a temperature of a minimum of 15°C throughout the **home**, because the pipes in **your** loft are particularly vulnerable **we** recommend that **you** keep **your** loft hatch open to allow the warm air to reach the pipes and reduce the possibility of the pipes and tank freezing. If **you** want to leave **your** heating off, then **you** will need to drain **your** whole central heating system and switch off the water supply at the mains.

If, despite **your** precautions, **your** pipes freeze, turn the main supply off by the stopcock and thaw them out slowly using hot-water bottles or hairdryers. Never use a blowlamp or warm-air paint stripper guns. Turn the tap on where you believe the frozen pipe is to allow the melted water to drain from the system.

If the pipe has burst **you** should turn off **your** water immediately, avoid using any electricity in the area of damage and remove any contents away from the leak to prevent further damage.

## Caring for your Property

You must take all reasonable care to prevent bodily injury, loss, damage or accidents to your property, and maintain the home and your belongings in a good state of repair.

We recommend that **you**;

- Have your gutters cleaned at least once a year
- Check any flat or felted roof for wear and tea
- Have a gas check once a year. A Gas Safe registered engineer should check that your boiler, radiators and gas appliances are safe and working properly
- Maintain existing trees near the buildings to their recommended height and canopy
- Avoid planting new trees or bushes near to the buildings as the roots could damage the foundations
- Check your roof for missing or loose tiles
- You need to check your loft regularly for squirrel and wasp nests or evidence of other vermin
- Paint or varnish any exposed woodwork to avoid ingress of water and rot.

It is also recommended where necessary that you hire a qualified contractor and not conduct the investigation yourself.

# Security Recommendations

We recommend that **you** consider the following forms of security in order to keep **your home** and **your** valuable safe. This is simply guidance and does not form part of the conditions under this policy. Please refer to **your** schedule to review which conditions apply to this policy.

Doors, Windows, Glass and Alarms are key components and only together form part of a complete security package.

Lock standards can be found on the lock plate in your window or door

## What Window locks do I need?

All window locks should meet the British Standard 7950. All opening sections of basement, ground floor or easily accessible windows (windows that can be accessed without the use of a ladder) should be fitted with adequate and efficient key-operated locks. Louvre Windows are not recommended due to their vulnerability. Below are the common lock types available.

- **Casement locks** require a key and are well-suited to all kinds of windows.
- **Fasten locks** that can secure two windows together.
- **Fanlight locks** use a metal bolt and arm to control the opening and closing of the window.

## What Door locks do I need?

The doors to **your home** are primary routes of access. It is important that the security locks on the doors to **your home** meet the British Standard 3621. Below **we** have outlined some locking systems that are required and are acceptable.

- **Five-Lever Mortice Deadlock**

This type of lock offers a high-quality protection. It uses a key to operate a single deadbolt. This lock is embedded into the door for extra strength. Most have anti pick devices built-in to prevent lock picking.

- **Multi point locking system**

This type of system uses a latch that hooks or a mushroom shape bolt that secures into the doorframe at either three or five points which makes the door more secure against burglars. This locking system is generally installed inside UPVC doors. It is common on patio doors but is only fully effective with the correct glass.

- **Mortice deadlock**

This type of lock operates similarly to the Five-Lever Mortice Deadlock although it is not as secure. Embedded into the door the key-operates on both sides. Ideal for any outbuildings, but not for the main structure of the **home**, you should not confuse a standard mortice deadlock with a Five-Lever Mortice Deadlock as it may affect your policy.

- **Runner locks**

This is a simple design that is very effective. This type of locking system is ideal for sliding patio doors as the lock is set into the doors runners preventing the door from sliding open.

- **Mortice bolts**

Ideal for French and patio doors this is a simple mechanism that provides additional security. They should not be relied on solely to secure your door. The lock is mounted usually at the top or bottom of the door and locks into the frame.

- **Rim deadlock**

This locking system is similar to the mortice deadlock, the main difference is that the locking mechanism is fitted to the inside surface of the door.

*'Alarms are undoubtedly the most effective deterrent against burglary.'* – **Met Police**

### **What Alarm do I need?**

Alarms are the best prevention against a potential theft at the **home**, especially if the alarm is on show. To establish the best security, **we** recommend that **your** Remote Signalling, Audible only or Hybrid alarm is under an annual contract and should be installed and maintained by a registered member of one of the following:

- **National Security Inspectorate (NSI)**
- **Security Systems and Alarms Inspection Board (SSAIB)**

# Additional Recommended Security

*'Most burglaries tend to be opportunistic rather than planned. If your home does not look secure, looks unoccupied, or provides concealed access, it could be at risk.'* – **Met Police**

## Types of Glass

*'75% of thieves gain entry to a home by forcing a window, vent or breaking the glass'* – **Home Office**

### Single glazed

This is extremely vulnerable to attack as it is a single pane of glass that can be easily smashed. All window glass secured with beading should be glued rather than pinned.

### Double glazed

Windows or patio doors to the rear of the property are at higher risk of attack so security is extremely important. Double glazing generally in all homes today meets British Standard 7412. This standard of glass is very difficult to break and if it does break, it breaks loudly. This type of glazing is recommended by **us**.

### Georgian wired

This glass is a fire safety glass not a security glass. It may appear tough, but it will easily break. Glass in wooden windows should be bonded to the frame use a glazing mastic as it is far tougher than putty.

## Garden Protection

Generally, **your** garden will contain valued possessions that would be appealing to a burglar. The garden will also have equipment that could help a burglar break into **your home**. It is important to protect the area around **your home**. As well as having security attached to the **home**, the plants in **your** garden will act as a theft deterrent. Barriers of prickly hedges or installing a six (6) feet fence around **your home** are two of the best ways of keeping thieves out. A security fence is only effective if accompanied by a locked gate.

## Security Lighting

Motion sensor security lighting is most effective at night. A thief would want to work under the cover of darkness. A light will illuminate the garden 'or driveway' drawing attention to that particular vicinity, especially in a neighbourhood watch area.

## Bogus Callers

Not all thefts from the home are a result of forced entry. Some burglars will con their way into **your home** by acting as officials from a utility companies or councils for instance. They will sound believable and act the part. The only way to ensure the caller is who they say they are is by asking to see proof of identification and for a contact telephone number for the company they are claiming to represent. You should contact the company to confirm if this person has been sent on their behalf.

Also beware of callers who attempt to distract you by claiming that they have seen something interesting or problematic in **your** rear garden or somewhere which may encourage **you** to leave **your home**; they may have an accomplice waiting for this distraction so they can enter the **home** unnoticed. If **you** are still worried call the police.

## Safeguard your Personal Belongings

When **you** are away from the home with **your** valued belongings it is important to remain vigilant. Below are most common areas where **you** should be on **your** guard because of an increased risk of theft:

- tube stations
- cash machines
- car parks
- bus stations
- overcrowded areas, especially at rush hour.

We recommend that **you**:

- Never leave belongings including mobile phones unattended in public places e.g. pubs or restaurants.

- Be discreet with **your** belongings. Displaying expensive jewellery or electronic devices, like mobile phones or cameras, could attract unwanted attention.

### **When you go away on holiday**

- Tell a trusted neighbour or **your** local Neighbourhood Watch about **your** holiday.
- Stop newspaper and milk deliveries.
- Do not advertise your absence; leave a light on, on a timer, in a room other than the hall when **you** are out in the evening or overnight.
- Place any small **high risk items** which are not being carried or worn with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If **you** have an alarm, make sure this is switched on.
- Leave **your** key with a trusted neighbour and ask them to look in and inspect the **home** occasionally.

If **you** doubt the effectiveness of **your** existing door or window locks or bolts, please see the Security Recommendations section.

For further advice talk to **your** crime prevention officer at **your** local police station, a member of the British Locksmiths Association or visit: [www.homeoffice.gov.uk](http://www.homeoffice.gov.uk).

### **Property Marking**

Traditionally etching/punching **your** postcode and house number or name/company name on belongings can be very effective but often not practical. Electronic marking is an effective and practical way of marking **your** belongings especially mobile phones and pedal cycles. For more information visit [www.immobilise.com](http://www.immobilise.com)



# Definitions

## Sections One, Two and Three

This Policy booklet, the **schedule** and any Memorandum attached hereto or **endorsement** hereon shall be considered to be one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout. These words are shown in **bold**.

Also where the context requires:

- words in the singular will include the plural and vice versa;
- words expressed in one gender shall include all genders;
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute, regulation or trade terms of contract will be construed to include all its amendments or replacements.

Please note that all headings within the policy are included for convenience only and will not form part of this policy

- **Accidental damage**

Single and sudden unexpected event resulting in physical damage.

- **Bodily Injury**

Death, illness, injury or disease.

- **Buildings**

The main structure of the **home**, and the following belonging to **your home** all on the same land and used for domestic purposes:

- permanent **fixtures and fittings, outbuildings**, spas & jacuzzis, terraces, sunken swimming pools, hard tennis courts, drives, paths, patios, walls, gates, fences and permanently fixed ornaments in the garden.

**Buildings** do not include aerials, satellite receivers and masts.

- **Business equipment**

Office furniture, computing equipment (but excluding data) telecommunications equipment and stationery in the **home** which are used for **your** business, trade or profession (other than equipment belonging to **your** employer).

- **Communicable Disease**

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

For the avoidance of doubt, the scope of this definition includes, but is not limited to, Covid-19, any other type or strain of coronavirus or any other pandemic of any type (or any disease as defined here whether pandemic or non-pandemic).

- **Contents**

- Household goods and **personal belongings**;
- **Money & credit cards**
- **High risk items**
- Free-standing hot tubs, Jacuzzis, swimming pools or spas
- Free-standing wind turbines and solar panels
- **Business equipment**
- Pedal cycles including electrically powered pedal cycles
- Heating oil
- Resident domestic staff, au-pairs and guests' **personal belongings**
- Carpets
- Tenants' **fixtures and fittings**
- Radio or television aerials, satellite receivers and masts fixed to or in the **home**
- **Downloaded electronic information.**

Which **you** or a member of **your family** own or are responsible for.

**Contents** also include interior decorations that belong to **you** if **you** are the tenant or if **you** are the owner not responsible for insuring the building.

**Contents** does not include:

- Any property which is more specifically insured this or other insurance;
- Any living creature;
- Trees, shrubs, and plants (except as provided by paragraph 32 of Section two);
- Laminate and vinyl flooring;
- Landlord's **fixtures and fittings**
- motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts of accessories for any of these items.

- **Domestic Employee**

Any person you employ to perform domestic duties, work or services at **your home**, this excludes any person who is hired to work for **you** in connection with **your** business.

- **Downloaded electronic information**

Non recoverable electronic information legally downloaded by **you** or a member of **your family** from a legitimate website, which **you** or a member of **your family** have bought and hold a valid receipt for.

- **Endorsement**

A variation to the cover, terms and conditions of this insurance, which is shown on **your schedule**.

- **Excess**

The first amount **you** must pay towards each claim. If a claim resulting from the same incident is made under more than one section of this policy, **we** will deduct the higher **excess**.

- **Family**

**You, your** domestic partner or civil partner, children (including adopted and foster children), parents and other relatives who permanently live in the **home**.

- **Fixtures and fittings:**

- built-in furniture
- built-in appliances
- fixed glass and **sanitary ware**
- external lighting, alarm systems and surveillance equipment
- fixed pipes, ducts, wires, cables, tanks, switches, fires, central heating equipment, ground source heating pumps, boilers and storage heaters
- permanently fixed wind turbines and solar panels.

- **Flood**

Water, from any source external to a building, which enters a building –

- (a) At or below ground level, or above ground level, provided that part of the body of such water is at ground level; and
- (b) Does so with a volume, weight or force which is substantial and abnormal.

The following does not constitute a **flood**:

- i) The gradual seepage or percolation of water into a building (such as rising damp);
- ii) Water escaping from a main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a **flood** falling within paragraph (a) and (b).

- **Heave**

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

- **High Risk Items**

- Portable video and photographic equipment;
- articles of gold, silver, precious metals or stones;
- any rare or unusual articles that are collectable;
- jewellery, watches or pearls;
- clocks;
- pictures, drawings, sculpture or paintings;
- guns;
- musical instruments that are designed to be carried.
- Mobile phones, laptops, portable media players, tablet computers

- **Home**

The main structure and **outbuildings** used for domestic purposes only, at the address shown on the **schedule**.

- **Home improvement**

Building works for cosmetic or structural alteration to the **home**, including any refurbishment, renovation, conversion or extension.

- **Landslip**

Downward movement of sloping ground.

- **Money & Credit Cards**

- Current legal tender, cheques, postal or money orders, traveller's cheques, saving certificates and bonds, Premium Bonds, postage stamps not forming part of a collection, gift tokens or luncheon vouchers;
- Pre booked event and entertainment tickets;
- travel tickets, sports season tickets, phone cards, or mobile phone top-up vouchers (but only for the cost of replacing these for the period from the date **you** lost it to the date the original ticket or voucher runs out), if **you** cannot get a copy;
- credit, cheque, debit and charge cards;

which **you** or a member of **your family** own or are responsible for and are not used in connection with any business or profession.

- **Outbuildings**

Sheds, garages, greenhouses, summer houses (but not including caravans, mobile homes or motor homes) which are not part of the main structure of the **home** and not designed to be lived in.

- **Pair or Set**

Articles which complement one another or are used together.

- **Period of insurance**

The length of time covered by this insurance (as shown on the **schedule**), the times shown are taken as the local time at your address and any additional period for which **we** accept **your** premium.

- **Personal belongings**

Clothing, sporting and camping equipment and other items of a personal nature normally worn or carried, which **you** or a member of **your family** own and which is in **your** custody and control.

**Personal belongings** do not include:

- any property which is more specifically insured by this or other insurance
- **high risk items**
- **money & credit cards**
- motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery- powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, drones, hang- gliders, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.

- **Sanitary Ware**

Sinks, wash basins, bidets, shower trays, baths, lavatory pans and cisterns.

- **Schedule**

The document issued to **you** when cover is taken out outlining the cover provided to **you** under the **period of insurance**. **We** issue a **schedule** with each new contract of insurance, when **you** renew the policy and when **we** change **your** policy cover.

- **Settlement**

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

- **Storm**

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet, prolonged rainfall and weight of snow.

- **Subsidence**

Movement of the ground beneath the **buildings other** than by **settlement**.

- **Sum insured**

The amount shown on **your schedule** is the most **we** will pay for any claim under any section (or its extension) unless otherwise stated in this policy booklet or by **endorsement**.

- **Unfurnished**  
The **home** is not equipped with kitchen appliances, **fixtures and fittings**, curtains, carpets, beds and furniture essential for modern living purposes and for more than sixty (60) days in a row.
- **Territorial Limits**  
England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.
- **Unoccupied**  
Not used to provide overnight accommodation for **you** or anyone who has **your** permission for more than sixty (60) days in a row. Regular visits to the **home**, or occasional overnight stays, will not reinstate this cover unless the **home** has provided overnight accommodation for a minimum of four days in a row.
- **We, us or our**  
Accredited Insurance (Europe) Ltd and where the context requires, First Underwriting Ltd.
- **You, your**  
The directors or partners of the business named on the **schedule** or the person or people named on the **schedule** and **your family**.

# How to make a claim

The following guidelines are to help **you** if **you** have a loss under this policy. If **you** need to make a claim under this policy, please follow these steps.

1. Check **your** policy **schedule** to see which section **you** are covered for.
2. If **your** loss was due to theft, attempted theft, riot civil commotion, or vandalism, or something is lost or damaged away from the **home**, tell the police first and ask for an incident number. It would be helpful if **you** have an idea of how much it would cost to replace or repair the item **you** would like to claim for.

## Phone Household Claims on: 0330 124 5164

Tell them **your** policy number. **You** will find this on **your** policy **schedule**. They will register the claim from the details **you** give them and they will tell **you** what to do next.

This phone number is for registering new claims and is open twenty-four (24) hours a day, three hundred and sixty-five (365) days a year.

If **we** need more information from **you** or **we** appoint an independent specialist to investigate **your** claim, please help the investigation as much as **you** can. This will help them to settle **your** claim as quickly as possible.

The independent specialist will give their independent view of the situation. If **you** do not understand their comments, please ask them to explain this, or ask **us** or **your** broker, as confusion may lead to problems later on.

If **we** are not able to pay **your** claim, **we** will explain why. If **you** are still not sure, **you** can contact **us** or **your** broker. They will answer any questions you may have.

# Section one: Buildings

The schedule will show if the cover applies

What is covered	What is not covered
<b>Insured events</b>  Loss or damage to the <b>buildings</b> during the <b>period of insurance</b> caused by the following insured events:	<b>Excess</b> of one hundred and fifty pounds (£150) for all paragraphs shown in this section except paragraphs 13, 14, 17, 18, 19, 24 and 31.
1. Fire and smoke.	<ul style="list-style-type: none"> <li>Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.</li> </ul>
2. Earthquake.	
3. Explosion.	
4. Lightning.	
5. Any aircraft or other flying objects, hitting or striking the <b>buildings</b> , or anything dropped from them.	<ul style="list-style-type: none"> <li>Loss or damaged caused by a drone that is being operated under <b>your</b> control.</li> </ul>
6. Riot, civil commotion, strikes and labour or political disturbances	
7. Impact by any vehicle or animal.	<ul style="list-style-type: none"> <li>Loss or damage caused by pets or any animal under your control.</li> </ul>
8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.  The cost of removing them if they have the <b>buildings</b> insured by this section	
9. Falling trees or branches, telegraph poles or lampposts.  The cost of removing them if they have damaged the <b>buildings</b> insured by this section.	<ul style="list-style-type: none"> <li>Loss or damage:               <ul style="list-style-type: none"> <li>caused by cutting down or trimming trees or branches; or</li> <li>to hedges, fences and gates.</li> </ul> </li> </ul>
10. Theft or attempted theft.	<ul style="list-style-type: none"> <li>Loss or damage to the <b>home</b>:               <ul style="list-style-type: none"> <li>caused by <b>you, your family, your</b> guests, lodgers, <b>tenants</b> or employees;</li> <li>while the <b>home</b> is lent, let or sublet or shared unless there has been forced and violent entry into or exit out of the <b>home</b>;</li> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> </li> </ul>
11. Malicious acts or vandalism.	<ul style="list-style-type: none"> <li>Loss or damage to the <b>home</b>:               <ul style="list-style-type: none"> <li>caused by <b>you, your family, your</b> guests, lodgers, tenants, employees or any person that <b>you</b> or <b>your family</b> has allowed into the <b>home</b>;</li> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> </li> </ul>
12. Flood.	<ul style="list-style-type: none"> <li>Loss or damage to the <b>home caused by</b>:               <ul style="list-style-type: none"> <li>frost;</li> <li><b>subsidence, heave</b> or <b>landslip</b>;</li> <li>Underground water;</li> <li>Water escaping from any fixed heating system or <b>sanitary ware</b>.</li> </ul> </li> <li>Loss or damage to hedges, fences and gates.</li> </ul>

## What is covered

### 13. Escape of water or oil.

- Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
- Oil escaping from any fixed heating installation in the **home**.

**We** will also pay the costs **you** have to pay to trace where the water or oil is leaking from, including the cost of repairs of walls, floors or ceilings. The most **we** will pay for tracing where the oil or water is leaking from is twelve thousand and five hundred pounds (£12,500).

### 14. **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

### 15. **Storm**

## What is not covered

- **Excess** of three hundred and fifty pounds (£350)
- Loss or damage caused by:
  - **subsidence, heave** or **landslip**;
  - faulty workmanship;
  - **home improvement**;
  - chemicals or a chemical reaction;
  - water escaping from guttering, rain water down pipes, roof valleys and gullies;
  - the failure or lack of grout and/or sealant;
- Loss or damage:
  - to fixed domestic oil tanks, swimming pools, hot tubs, jacuzzis and spas;
  - to the installation itself;
  - if the installation is outdoors or in an **outbuilding**, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**

- **Excess** of one thousand pounds (£1,000)
- Loss or damage caused by:
  - coastal or river erosion;
  - new structures bedding down, settling, expanding or shrinking;
  - newly made-up (surfaced) ground settling;
  - faulty design, workmanship or materials;
  - construction work or repairing, demolishing or altering the **buildings**;
  - normal **settlement**, shrinkage or expansion;
- Loss or damage to:
  - domestic oil systems, swimming pools, tanks, drains, pipes and cables, hot tubs, jacuzzis, spas, tennis courts, terraces, patios, drives, paths, walls, fences and gates unless the main structure used as the private living accommodation is damaged at the same time and by the same specific source and cause;
  - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the main structure are damaged at the same time and by the same specific source and cause;
  - the **buildings**, if compensation is provided by law, contract or legislation.

- Loss or damage caused by:
  - Frost;
  - **Subsidence, heave** or **landslip**;
  - Underground water
- Loss or damage as a result of **home improvement**
- Loss or damage to fences and gates.



# Extra benefits included within buildings

## What is Covered

### 16. Accidental breakage of:

- Fixed glass forming part of the **buildings** including the cost of necessary boarding up before replacing broken glass;
- Fixed **sanitary ware** and their fittings;
- Ceramic glass in cooker hobs of built-in units.

### 17. Loss of rent or costs for alternative accommodation.

While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section **we** will pay:

- rent **you** would have received from an existing tenant if the **home** could have been lived in;
- the extra cost of similar alternative accommodation for **you, your family** and **your** pets;
- ground rent that **you** have to pay.

The most **we** will pay is twenty percent (20%) of the **buildings sum insured**.

If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:

- an emergency evacuation;
- a neighbouring property being damaged by any loss or damage insured by this section;

**We** will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets for up to thirty (30) days.

The most **we** will pay is twenty percent (20%) of the **buildings sum insured**.

### 18. Selling **your home**

If **you** sell the **home**, from the date **you** exchange contracts **we** will give the buyer the benefit of cover by this section until the sale is completed, unless the buyer has arranged their own insurance. During this period, the buyer must keep to the terms and conditions of this policy.

### 19. Building fees and the cost of removing debris

After a claim, which is covered by an insured event under this section, **we** will pay the following:

- the cost of architects', surveyors', civil

## What is not covered

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

- Any costs:
  - for preparing a claim;
  - which relate to undamaged parts of the **buildings**, except the foundations of the

### What is covered (continued)

engineers', solicitors' and other fees to repair or rebuild the **buildings**;

- the cost of removing debris and demolishing or supporting parts of the **buildings** which have been damaged, in order to make the site safe;
- the extra costs of rebuilding or repairing the damaged parts of the **buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

The most we will pay is twenty percent (20%) of the **buildings sum insured**.

### what is not covered (continued)

damaged parts of the **buildings**;

- involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened;

## 20. Pipes and cables

**Accidental damage** for which **you** are responsible to underground cables, pipes and tanks serving the **home**.

- Loss or damage:
  - while the **home** is **unfurnished** or **unoccupied**;
  - caused by **subsidence** or **heave** of the land, or **landslip**;
  - caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material;
  - to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains.
- The cost of:
  - clearing blocked sewers pipes, drains, soakaways, underground pipes or tanks;
  - repairing the source of the damage unless the cause is covered elsewhere in this policy.

## 21. Metered water or oil

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is five thousand pounds (£5,000).

If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

## 22. Emergency Access

Loss or damage to the **buildings** or lawns and garden within the boundary of the land belonging to the **home** caused by a member of

### What is covered (continued)

the emergency services attending or breaking into the **home**:

- to rescue **you**, a member of **your family**, a guest, a lodger, a tenant or an employee;
- to deal with a medical emergency; or
- to prevent damage to the **home**.

The most **we** will pay is five thousand pounds (£5,000) for damage to the **buildings** and one thousand pounds (£1,000) for damage to the lawns and gardens.

### What is not covered (continued)

#### 23. Replacing locks and keys.

**We** will pay the cost of replacing keys and fitting locks to the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is two thousand and five hundred pounds (£2,500).

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

#### 24. Moving as a direct result of violent crime.

**We** will pay for conveyancing costs, estate agents' fees and removal expenses **you** have to pay, if **you** decide to move **home** as a direct result of a crime involving a serious physical assault against **you** or a member of **your family** by someone who has since been charged with the crime.

Both the crime and **your** decision to move must happen during the **period of insurance**.

The most **we** will pay is five thousand pounds (£5,000).

If **you** insure the **buildings** and **contents** under this policy and make a claim as a direct result of a serious physical assault, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

#### 25. Home Improvement

If **you** undertake or employ a professional builder to carry out **home improvement**, **we** will continue to provide cover under this section during the **period of insurance** provided:

- the total cost of the **home**

- Loss or damage:
  - to site materials, tools or plant;
  - resulting from any work which is the subject of a contract which removes or limits **your** legal rights against the builder

### What is covered (continued)

**improvement** works does not exceed fifty thousand pounds (£50,000), including all fees and VAT;

- the duration of the **home improvement** work will take no longer than 3 months;
- the builder has their own public liability insurance;
- **you** or **your family** continues to reside at the **home**.

### What is not covered (continued)

- or contractor;
- or any liability arising out of the activities of any builder, contractor or sub-contractor.
- The first five hundred pounds (£500) of any claim arising out of or as a result of the **home improvement** work.

## 26. Disability Modifications

**We** will pay for necessary alterations to the **home** if you or a member of **your family** has been permanently physically injured by a sudden and unexpected accident.

Both the alterations and injury must happen during the **period of insurance**.

The most **we** will pay is ten thousand pounds (£10,000).

## 27. Unauthorised Occupancy

If squatters move into the **home** or trespassers move on to land belonging to the **home**, **we** will pay:

- the legal cost of removing the squatters from the **home** or the trespassers from the land;
- the reasonable extra cost of similar alternative accommodation for **you**, **your family** and **your** pets.

The most **we** will pay is ten thousand pounds (£10,000).

- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

## 28. Removing Nests

**We** will pay the cost of removing nests from the main structure of the **home** created by:

- rats;
- mice;
- cockroaches;
- wasps and bees.

The most **we** will pay is two thousand pounds (£2,000) in any one **period of insurance**.

If **you** insure the **buildings** and **contents** under this policy and make a claim for the removal of nests, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents cover** for the same incident.

## What is covered

### 29. Garden Cover

Loss or damage to trees, shrubs, plants and lawns at the **home** if the loss is caused by the insured events 1,3,4,5,6,7,10,11 or 12 under this section.

The most **we** will pay is three hundred pounds (£300) for any one tree, shrub or plant or two thousand and five hundred pounds (£2,500) in total.

If **you** insure the **buildings** and **contents** under this policy and make a claim for loss or damage to the garden, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

## What is not covered

### 30. Accidental Damage

- Loss or damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - the **buildings** moving, settling, shrinking, collapsing or cracking;
  - any process of cleaning, repairing, renovating or maintaining the **buildings**;
  - faulty workmanship, design or materials;
  - any water gradually seeping into the **home**.
- Loss or damage while the **home** is **unfurnished**, **unoccupied**, lent, let, sublet, or is shared, or is caused by **home improvement**.
- Loss or damage caused by insured events described in paragraphs 1-15 of this section. (Such damage would be covered under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph)

## Guidance note

If **you** own and live in the **home** insured by this policy, accidents which happen in the **buildings** or on land are, by law, usually the responsibility of the person who lives in the **home** or on the land, rather than the person who owns the **home**.

If **you** are the owner and occupier of the **home**, this section does not cover **your** legal responsibility as the occupier of the **home** or its land. **You** will need to arrange contents insurance which gives occupier and/or public liability cover to make sure **you** are fully protected.

### What is covered

#### 31. Liability as the owner of **your** present and previous **home**.

During the **period of insurance**, **we** will insure **your** or **your family's** legal liability to pay compensation as:

- current owner, but not as occupier, for accidents happening in and around the **home**;
- previous owner of any **home** which **you** occupied, for accidents happening in and around that **home**, under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

**We** will provide this cover if the accident results in:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee;
- loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses they have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

### What is not covered

Legal liability arising:

- from occupying the **home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of any member of **your family** or an employee being injured;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- where **you** are entitled to recover from another source;
- from the use or possession of lifts (other than a stair lift);
- from any business or professional use of the **buildings**;
- from an incident which happens over seven years after this policy ends or the **home** was sold;
- from the cost of correcting any fault or alleged fault;
- from motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery-powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, drones, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items

# Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the part of the **buildings** damaged or destroyed or pay for damaged parts, as long as:

- the **sum insured** is enough to rebuild the **buildings** in a new condition similar in size, form and style;
- the repair or rebuilding is carried out immediately after **you** receive approval (other than emergency repairs, which should be carried out as soon as reasonably possible);
- the **buildings** were in a good state of repair and properly maintained prior to the loss.

If **you** do not comply with these conditions, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance or refuse to pay **your** claim and/or cancel the policy. If the loss or damage to the **buildings** is not repaired or replaced as explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear;
- the difference between the rebuild of the **home** immediately before the damage and its value after the damage providing **we** pay no more than the cost of rebuilding or reinstating the **buildings**;
- the cost which would be incurred if **we** replaced the item through **our** network of suppliers.

Repairs carried out by **our** preferred suppliers and covered by this section of the policy are guaranteed for twelve(12) months in respect of quality and workmanship.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If the premium has been discounted for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend the acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **your** invited premium and acceptance criteria may be amended.

## Maintaining the sum insured

After **we** have settled a claim, **we** will automatically reinstate the **sum insured**, as long as **you** take any reasonable measures suggested to prevent any further loss or damage.

## Index-linking

The **sum insured** will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index-linking will continue as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

**You** will not be charged for index-linking during the **period of insurance**. However, each time **your** insurance is renewed; a new premium will be calculated for the adjusted **sum insured**.

## Section Two: Contents

The schedule will show if this cover applies.

### What is covered

Loss or damage to the **contents** while in the **home** occurring during the **period of insurance** caused by the following insured events:

1. Fire and smoke.

2. Earthquake

3. Explosion

4. Lightning

5. Any aircraft or other flying objects, hitting or striking the **buildings**, or anything dropped from them.

6. Riot, civil commotion, strikes and labour or political disturbances.

7. Impact by any vehicle or animal.

8. Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.

9. Falling trees or branches, telegraph poles or lamp posts.

10. Theft or attempted theft.

The most **we** will pay for each incident of loss or damage following theft:

- to the **contents** in any **outbuilding** at the **home** is ten thousand pounds (£10,000);
- of oil from tanks in the garden at the **home** is two thousand and five hundred pounds (£2,500).

11. Malicious act or vandalism

### What is not covered

**Excess** of one hundred and fifty pounds (£150) for all paragraphs shown in this section, except paragraphs 13, 17, 35 and 38-40

- Loss or damage caused by warping, melting, scorching, distortion or tobacco burns unless accompanied by flames.

- Loss or damaged caused by a drone that is being operated under **your** control.

- Loss or damage caused by pets or animals under **your** control.

- Loss or damage caused by cutting down or trimming trees or branches.

- Loss or damage:
  - caused by **you, your family, your** guests, lodgers, tenants, or employees;
  - while the **home** is **unfurnished** or **unoccupied**;
  - while the **home** is lent, let, sublet, shared or undergoing **home improvement** unless someone has used force and violence to get into or out of the **home**.
  - to **high risk items** or **money & credits cards** in any **outbuilding**.
- Loss or damage to ride-on mowers or tractors unless they are stolen from a locked **outbuilding** following a forced and violent entry and the keys were removed from the lock(s) and ignition.

- Loss or damage:
  - caused by **you, your family, your** guests, lodgers, tenants employees or any person that **you** or **your family** has allowed into the home;;
  - while the **home** is **unfurnished** or **unoccupied**;
  - caused by computer viruses.



## What is covered

### 12. Flood

## What is not covered

Loss or damage caused by:

- Frost;
- Underground water;
- Water escaping from any fixed heating systems or **sanitary ware**.

- Loss or damage to **contents** in the garden of the **Home**

### 13. Escape of water or oil.

- Water escaping from or freezing in any fixed domestic water system or heating system, washing machine, dishwasher, refrigerator, freezer or fixed fish tank in the **home**.
- Oil escaping from any fixed heating installation in the **home**.

- **Excess** of three hundred and fifty pounds (£350).
- Loss or damage caused by:
  - faulty workmanship;
  - **home improvement**;
  - chemicals or a chemical reaction;
  - water escaping from guttering, rainwater down pipes, roof valleys and gullies;
  - failure or lack of grout and/or sealant;
  - sinks and baths overflowing as a result of the taps being left on. (This can be claimed for under **accidental damage** paragraph 41 if **you** have selected this cover).
- Loss or damage to freestanding, hot tubs, jacuzzis and spas.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

### 14. **Subsidence** or **heave** of the site on which the **buildings** stand, or **landslip**.

### 15. Storm

- Loss or damage:
  - Caused by frost;
  - to **contents** in the garden at the **home**

## Extra benefits included with contents

### What is covered

#### 16. Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs;
- mirrors.

### What is not covered

- Loss or damage while **home** is **unfurnished** or **unoccupied**.
- Anything other than the glass.

#### 17. Temporary accommodation

While the **home** cannot be lived in as a result of loss or damage covered by an insured event under this section, **we** will pay:

- the amount of rent which **you** still have to pay, or would have received from an existing tenant;
- the extra cost of similar alternative accommodation for **you, your family** and **your** pets, including the cost of temporary storage for the **contents**.

The most **we** will pay is twenty percent (20%) of the **contents sum insured**

If a local authority stops **you** or a member of **your family** from living in the **home** as a result of:

- an emergency evacuation;
- a neighbouring property being damaged by any loss or damage insured by this section;

**We** will pay the extra cost of similar alternative accommodation for **you, your family** and **your** pets for up to thirty (30) days.

The most **we** will pay is twenty percent (20%) of the **contents sum insured**.

#### 18. Television sets, video and audio equipment and computers.

##### Accidental damage to:

- television sets, digital satellite or analogue receivers, radios, audio or video equipment, media players compact disc players, record players, games consoles and computer equipment in the **home** that are not designed to be portable; and
- radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

**We** will also pay the cost of replacing **downloaded electronic information you** had bought and stored

- Loss or damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - any process of cleaning, repairing, renovating or maintaining the item;
  - restoring or dismantling;
  - faulty workmanship, design or materials;
  - information being accidentally erased or distorted.
- Loss or damage to:
  - records, compact discs, computer disks, cassettes, tapes or DVD's;

### What is covered (continued)

on the **home** entertainment equipment following loss or damage caused by insured events 1 to 15 under this section.

The most **we** will pay for **downloaded electronic information** is one thousand pounds (£1,000).

### What is not covered (continued)

- **high risk items.**

#### 19. Metered water or oil

Metered water or oil accidentally leaking as a result of loss or damage covered by an insured event under this section.

The most **we** will pay is five thousand pounds (£5,000). If **you** insure the **buildings** and **contents** under this policy and make a claim for metered water or oil accidentally leaking, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

- Loss or damage while the **home** is **unfurnished** or **unoccupied**

#### 20. Moving Home

Accidental loss or **accidental damage** to the **contents** while professional removal contractors are moving them from the **home** to a new permanent **home** within the **United Kingdom**.

**We** will also cover **your contents** against loss or damage provided by paragraphs 1 - 15 of this section in **your new home** for up to two weeks before **you** move in, even if **you** have not completed the purchase at this point.

- Loss or damage:
  - caused by cracking, scratching, or breaking of pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
  - to **contents** in storage, except while in a locked removal vehicle overnight, due to necessary stops

#### 21. **Contents** temporarily removed from the **home**

The **contents** are insured while away from the **home**, within the **United Kingdom** against loss or damage caused by:

- the cover provided by paragraphs 1 to 9, 11 to 15 of this section;
- theft or attempted theft from:
  - a bank or safe deposit box;
  - a home or other building where **you** or **your family** are working or temporarily living;
  - any other building if there are visible signs that force and violent means are used to break into, or out of the building.

The most **we** will pay is 20% of the **contents sum insured**, except for **contents** in **outbuildings** when the most **we** will pay is ten thousand pounds (£10,000).

- Loss or damage:
  - to **contents**, which are not in a building, caused by **storm**, **flood**, theft or vandalism;
  - to **contents** belonging to **you** or a member of **your family** while living in a hall of residence or student accommodation (this can be claimed for under paragraph 34 of this section);
  - caused by theft or attempted theft, from an unlocked hotel room, bed and breakfast bedrooms or other similar temporary lodging;
  - during removals;
  - from a caravan, mobile home or motor home; or
  - any item removed from the **home** to sell, display or exhibit.

## What is covered

### 22. Contents in the open

Loss or damage, covered under paragraphs 1 to 11 and 13 of this section, to **contents** in the open, but within the boundary of the land belonging to the **home**.

The most **we** will pay is five thousand pounds (£5,000).

## What is not covered

- Loss or damage:
  - **money & credit cards** or **high risk items**;
  - **contents** in or on any motor vehicle, trailer, boat, caravan or mobile home.
- Loss or damage while the **home** is **unfurnished** or **unoccupied**.

### 23. Wedding gifts

For 30 days before and 30 days after the wedding day of **you** or **your family**, the **sum insured** for **contents** at the **home** will be increased by ten thousand pounds (£10,000) to cover wedding gifts and extra food and drink.

### 24. Religious festivals and birthdays or wedding anniversaries.

During December and also for seven (7) days before and seven (7) days after **your** religious festival, the **sum insured** for **contents** at the **home** will be increased by ten thousand pounds (£10,000) to cover gifts and extra food and drink.

For seven (7) days before and seven (7) days after **your** birthday or wedding anniversary, the **sum insured** for **contents** at the **home** will be increased by ten thousand pounds (£10,000) to cover gifts and extra food and drink.

### 25. Replacing locks and keys.

**We** will pay the cost of replacing keys and replacing and fitting locks on the outside doors and windows of the **home**, if **you** have lost **your** keys or they have been stolen anywhere in the world.

The most **we** will pay is two thousand and five hundred pounds (£2,500).

If **you** insure the **buildings** and **contents** under this policy and make a claim to replace locks and keys, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

### 26. Freezer **contents**

Loss or damage to food or drink in any freezer or refrigerator at the **home** caused by:

- a change in temperature of the freezer;
- contamination by the escape of refrigerant or refrigerant fumes.

- Loss or damage:
  - caused by **your** deliberate actor neglect;
  - caused by the deliberate act of the supply authority or its employees (including strike action); or
  - if **your** gas or electricity supply is cut off because **you** have not paid a bill.

### What is covered

Fatal-injury benefit.

If **you** or a member of **your family** suffer a fatal injury:

- as a result of fire and smoke in the **home**; or
- as a result of an assault in the **home**;

**We** will pay ten thousand pounds (£10,000) for the person who dies, but only if they die within six months of the fire or assault.

### What is not covered

- Any person under sixteen (16) years of age or up to one thousand pounds (£1,000) for persons under 16

### 28. Reinstatement of Documents

**We** will pay the cost of preparing new documents (other than money) after loss or damage covered by paragraphs 1 to 15 of this section, while they are in the **home**, or with **your** solicitors or bank.

The most **we** will pay is one thousand pounds (£1,000).

### 29. Tenant's cover

Loss or damage to:

- **fixtures and fittings**, greenhouses and sheds **you** fit at the **home** and which **you** are responsible for;
  - the structure, decorations, **fixtures and fittings** of the **home** that **you** are responsible for as a tenant under a tenancy agreement;
- against loss or damage covered by paragraphs 1 to 15 of this section.

The most **we** will pay is fifteen thousand pounds (£15,000).

### 30. Money & Credit Cards

Accidental loss of **money** anywhere in the world belonging to **you** or a member of **your family**.

Financial loss following fraudulent use of **credit cards** anywhere in the world belonging to **you** or a member of **your family**.

The most **we** will pay is one thousand pounds (£1,000).

- Any losses which are not reported to the police within twenty four (24) hours of discovering the loss.
- Loss of value or shortages due to mistakes.
- Any loss due to **you** breaking the conditions of using the **credit cards**.
- Any loss arising from unauthorised use by **you** or anyone living with **you**.

### 31. Moving as a direct result of violent crime.

**We** will pay for conveyancing costs, estate agents' fees and removal expenses **you** have to pay, if **you** decide to move **home** as a direct result of a crime involving a serious physical assault against **you** or a member of **your family** by someone who has since been charged with the crime. Both the crime

### What is covered (continued)

and **your** decision to move must happen during the **period of insurance**.

The most **we** will pay is five thousand pounds (£5,000). If **you** insure the **buildings** and **contents** under this policy and make a claim as a direct result of a serious physical assault, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

### What is not covered (continued)

#### 32. Garden Cover.

Loss or damage to trees, shrubs, plants and lawns at the **home** if the loss is caused by the insured events 1,3,4,5,6,7,10, 11 or 12 under this section.

The most **we** will pay is three hundred pounds (£300) for any one tree, shrub or plant or two thousand and five hundred pounds (£2,500) in total.

If **you** insure the **buildings** and **contents** under this policy and make a claim for loss or damage to the garden, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents** cover for the same incident.

#### 33. Removing Nests.

**We** will pay the cost of removing nests from the main structure of the **home** created by:

- rats;
- mice;
- cockroaches;
- wasps and bees.

The most **we** will pay is two thousand pounds (£2,000) in any one **period of insurance**.

If **you** insure the **buildings** and **contents** under this policy and make a claim for the removal of nests, **you** can only receive a payment under either the **buildings** or **contents** section of cover. It is not possible to make a claim under **buildings** and **contents cover** for the same incident.

#### 34. Student Cover.

The **contents** belonging to a member of **your family** in full time education are covered whilst they are living and studying anywhere within the **United Kingdom** providing their permanent

- Loss or damage:
  - to **money & credit cards, high risk items**;
  - caused by theft or attempted theft unless there has been forced and violent entry into or exit from the accommodation.

What is covered (continued)	What is not covered (continued)
<p>address is the <b>home</b> against loss or damage caused by Insured events 1 – 15 of this section.</p> <p>The most <b>we</b> will pay is one thousand pounds (£1,000) for any one item or five thousand pounds (£5,000) in total.</p>	
<p><b>35. Jury Service.</b></p> <p><b>We</b> will pay up to fifty pounds (£50) each day towards loss of earnings and expenses <b>you</b> cannot recover as a result of serving as a juror.</p> <p>The most <b>we</b> will pay in total is two thousand pounds (£2,000).</p>	
<p><b>36. Nursing or Care Home Cover</b></p> <p>The <b>contents</b> belonging to a member of <b>your family</b> permanently living in a nursing or residential care home within the <b>United Kingdom</b> are covered against loss or damage caused by Insured events 1 – 15 of this section.</p> <p>The most <b>we</b> will pay is two thousand and five hundred pounds (£2,500).</p>	<ul style="list-style-type: none"> <li>• Loss or damage <ul style="list-style-type: none"> <li>- to <b>money &amp; credit cards, high risk items;</b></li> <li>- caused by theft or attempted theft unless there has been forced and violent entry into or exit from the nursing or care home.</li> </ul> </li> </ul>
<p><b>37. New purchases.</b></p> <p><b>We</b> will pay to repair or replace new purchases following loss or damage caused by insured events 1 - 15 of this section as long as <b>you</b> tell <b>your</b> broker about these items as soon as possible and, in any case, within twenty one (21) days of purchase.</p> <p>The most <b>we</b> will pay is ten thousand pounds (£10,000)</p>	



## Guidance note

If **you** own and live in the **home** insured by this policy, accidents which happen in the buildings or on land are, by law, usually the responsibility of the person who lives in the **home** or on the land, rather than the person who owns the **home**.

If **you** are the owner and occupier of the **home**, this section covers **your** legal responsibility as the occupier of the home or its land arising from the private pursuits of **you** or **your family**.

### What is covered

#### 38. Personal & Occupiers Liability

Personal liability:

**Your** legal liability to pay compensation for:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee; or
- loss or damage to property which **you**, a member of **your family** or **your** employees do not own or have legal responsibility for.

**We** will provide this cover for accidents which happen during the **period of insurance** and within the **United Kingdom** or during a temporary visit of no more than 60 days elsewhere in the world.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses **we** has agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

Occupiers liability:

**Your** legal liability to pay compensation as occupier of the **home** and the land belonging to the **home** for any events which result in:

- **bodily injury** to any person other than **you**, a member of **your family** or an employee; or
- loss or damage to property which **you**, a member of **your family** do not own or have legal responsibility for.

The most **we** will pay is two million pounds (£2,000,000) for any one event plus any costs and expenses **we** has agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

### What is not covered

Liability arising:

- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of any member of **your family** or employee being injured;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- directly or indirectly from **you** or any member of **your family** being treated for or passing on any **communicable disease**;
- from owning any land or **buildings** including the **home**;
- where **you** are entitled to recover from another source;
- from any profession, trade or business;
- from the ownership, custody, control or use of:
  - animals other than domestic pets and horses kept for private hacking only;
  - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation; or
  - firearms, other than legal guns for sport;
- from the ownership, custody, control or use of:
  - any power-operated lift; motor vehicles, electrically, mechanically or power-assisted vehicles whether designed for road use or not, (other than domestic gardening equipment, battery- powered toys or models, golf trolleys, mobility carriages that are not designed to go over 8 miles an hour or wheelchairs), caravans, trailers, aircraft, hang-gliders, drones, hovercraft, land or sand yachts, para karts, jet-skis or watercraft or any other equipment designed to be used in or on water, or any parts or accessories for any of these items.



## What is covered (continued)

### 39. Accidents to **domestic employees**.

**Your** legal liability to pay compensation for accidental **bodily injury** to a **domestic employee** under a contract of service at the **home**.

The accident must occur during the course of their work and during the **period of insurance**.

The most **we** will pay is five million pounds (£5,000,000) for any one event plus any costs and expenses agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

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### 40. Unpaid damages.

The unpaid amount of any award **you** get from a court within the **United Kingdom** and which has not been paid to **you** within three months of the date of the award.

**We** will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- **you** would have been entitled to a payment under the Personal liability part of section two: Contents if the award had been made against **you** rather than to **you**;
- the person who owes the award does not live with **you**.

**We** may take proceedings, at their own expense and for their own benefit, to recover any payment they have made under this policy.

## What is not covered (continued)

# Accidental damage to contents

The schedule will show if this cover applies

## What is covered

**41. Accidental damage** to the **contents** while they are in the **home**

## What is not covered

- **Excess** of one hundred and fifty pounds (£150)
- Loss or damage caused by:
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - any process of cleaning, repairing, renovating or maintaining the item;
  - faulty workmanship, design or materials;
  - information being erased or damaged on computer equipment;
  - **home improvement**
  - any water gradually seeping into the **home**.
- Loss or damage to:
  - contact lenses, **money & credit cards**, coins or other collections;
  - any powered machine while it is being used as a tool and if damage arises directly out of its use;
  - clothing, food and drink;
  - free-standing hot tubs, Jacuzzis and spas.
- Loss or damage while the **home** is **unfurnished, unoccupied**, lent, let, sublet or shared.
- Any amount over one thousand pounds (£1,000) for loss or damage to china, glass, pottery, porcelain or other brittle substances while the item is being handled or used.
- Loss or damage caused by insured events described in paragraphs 1-15 of this section. (Such damage would be covered under the appropriate paragraph subject to the exceptions and **excess** applicable to that paragraph)

# Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the damaged property or if they agree to pay a cash or cash alternative settlement, the payment will not exceed the amount they would have paid to replace the item through their preferred suppliers.

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

Where an item has been damaged by an insured event but cannot be replaced either in full (obsolete technology or even a wedding dress that has been used) or in part (cooker glass panel) due to obsolescence **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

**We** will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new (except for clothing where an amount will be taken off for wear and tear) providing:

- the **contents** have been maintained in good repair;
- the **sum insured** for **contents** and/or **high risk items** is sufficient to cover the full value of the property.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

**We** will pay the cost of replacing **downloaded electronic information** up to one thousand pounds (£1,000), but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

If the premium for this section has been discounted because **you** have not made any claims, the premium may be reduced or removed and the acceptance criteria amended if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **your** invited premium may be amended.

## Sums insured

The most **we** will pay under section two: Contents:

- is the **sums insured** or any other limit shown in the **schedule** or in the policy booklet;
- for **high risk items** in total is thirty-five percent (35%) of the **contents sum insured** and fifteen thousand pounds (£15,000) in respect of any one item, **pair or set** unless stated by **endorsement**.
- **Money and credit cards** up to £1,000 in total;
- Free-standing hot tubs, Jacuzzis, swimming pools or spas up to £10,000;
- Free-standing wind turbines and solar panels up to £10,000;
- **Business equipment** up to £10,000;
- Pedal cycles including electrically powered pedal cycles up to £1,000 per cycle or £2,500 in total;
- Heating oil up to £2,500;
- Resident domestic staff, au-pairs and guests' **personal belonging** up to £2,500 in total;
- **Downloaded electronic information** up to £1,000.

## Coins/stamps

For coin collections, the most **we** will pay is seventy five percent (75%) of the Spinks & Son catalogue price at the time of the loss or damage.

For stamp collections, the most **we** will pay is seventy five percent (75%) of the Stanley Gibbons' catalogue

price at the time of the loss or damage.

Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause.

## Maintaining the sums insured

After a claim has been settled, the **sums insured** for **contents** will automatically be reinstated, as long as **you** take any reasonable measures suggested to prevent further loss or damage.

## Index-linking

The **sum insured** will be index-linked. This means that the **sum insured** will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

If **you** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

There will be no charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, a new premium for the adjusted **sum insured** will be calculated.

## Proof of value and ownership

To help **you** make a claim, it is recommend that **you** keep receipts and guarantees.

## Section Three: All risks

The schedule will show if this cover applies.

### What is covered

Theft, accidental loss or **accidental damage** occurring during the **period of insurance** to **high risk items** and **personal belongings** which **you** or **your family** own or are responsible for:

- specified items listed on the **schedule** up to the amount shown on the **schedule**;
  - unspecified **high risk items** and unspecified **personal belongings** up to the amount shown on the **schedule**;
  - pedal cycles;
- while anywhere in the **United Kingdom** or worldwide for up to sixty (60) days in one **period of insurance**.

### What is not covered

- **Excess** of one hundred and fifty pounds (£150)
- Loss or damage caused by:
  - theft, attempted theft, or vandalism while the **home** is left **unoccupied** or **unfurnished**;
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - deterioration, cleaning, restoration, renovation or while being worked on;
  - faulty workmanship, design or materials;
  - scratching, denting or chipping;
  - theft or attempted theft from an unlocked hotel room, bed and breakfast bedroom or other similar temporary accommodation.
- Loss from an unattended road vehicle:
  - unless the items are concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked;
  - for any amount over £1,000, this limit applies to Unspecified & Specified items.
- Loss or damage to:
  - sports equipment which is in the course of play or use;
  - reeds, strings or drums skins of musical instruments;
  - crowns, caps or fillings in teeth;
  - portable televisions, car audio or car audio-visual equipment.
- Loss or damage:
  - caused by theft of a pedal cycle under two thousand and five hundred pounds (£2,500) unless the cycle frame and any quick release wheels are attached to an immovable permanent object or kept in a locked building;
  - caused by theft of a pedal cycle two thousand and five hundred pounds (£2,500) or over unless the cycle frame and any quick release wheels are attached to an immovable object with a Gold Secure Lock even when kept in a locked building;
  - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
  - to the pedal cycle while it is being used for racing, pace-making or trials;

### What is covered (continued)

### What is not covered (continued)

- to the pedal cycle while it is let out on hire or is used other than for private purposes;
- any amount over one thousand pounds (£1,000) for any one cycle unless the pedal cycle is specified.

# Settling claims

As long as the loss or damage is covered, **we** will decide to repair, reinstate or replace the damaged property or if they agree to pay a cash or cash alternative settlement, the payment will not exceed the amount they would have paid to replace the item through their preferred suppliers.

Where an item has been damaged by an insured event but cannot be replaced either in full or in part due to obsolesce **we** will pay the open market value (that is the cost of acquiring a used replacement) for replacing the damaged item or component.

**We** will settle claims for loss or damage to items which are beyond economic repair on the basis of cost as new (except for clothing where an amount will be taken off for wear and tear).

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a suite, collection, **pair or set** of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

**We** will pay the cost of replacing information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** or members of **your family** own.

The most **we** will pay for;

- specified items is the **sum insured** shown on the **schedule**;
- any one item, **set or pair** of unspecified **high risk item(s)** or unspecified **personal belongings** is five thousand pounds (£5,000);
- **downloaded electronic information** is one thousand pounds (£1,000);
- pedal cycles is one thousand pounds (£1,000) for any one cycle or five thousand pounds (£5,000) in total unless specified.

If **your** premium has been discounted for this section because **you** have not made any claims, **we** may reduce or remove the discount and amend the acceptance criteria if **you** make a claim.

If **you** make a claim between the time a quote is given to the inception of the policy **your** invited premium or the acceptance criteria may be amended.

## Maintaining the Sums Insured

After **we** have settled a claim, the **sums insured** will be maintained, as long as **you** take any reasonable measures suggested to prevent any further loss or damage. (**You** will not be charged any extra premium for this.) This does not apply to specified items listed on the schedule or pedal cycles.

## Proof of value and ownership

In the event of a claim for specified items, **you** will need to provide a professional valuation (within the last 5 years), receipt or proof of purchase predating the loss as proof of value and ownership. **We** may not meet **your** claim, or the amount of the claim may be reduced if **you** cannot provide such proof.

# General exclusions

The following exclusions apply to Sections one, two & three.

This policy does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to or arising from, the following:

## 1. Radioactive contamination

- Ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

## 2. War

War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.

## 3. Loss of value

Loss of value after repair or replacement is paid for under this policy.

## 4. Sonic bangs

Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

## 5. Pollution or contamination

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

Claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems are not covered.

## 6. Computer viruses

We will not provide cover for either:

- a) Computer viruses or electronic data being erased or corrupted.
- b) The reinstatement of data

In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

## 7. Gradually occurring loss

wear, tear or gradual deterioration; wet rot or dry rot or mould; spoilage, decay or decomposition; corrosion or rust; oxidation; erosion; leakage; any other gradually occurring loss; existing defect; dampness or dryness of atmosphere; condensation; smog or fog; or extremes or changes in atmospheric temperature.

## 8. Mechanical or electrical breakdown

Damage caused by mechanical or electrical breakdown unless a cause not otherwise excluded occurs and then only for the damage caused by such ensuing cause.



**9. Vermin**

moths, termites or other insects; vermin.

**10. Indirect loss**

Any losses that are not directly associated with the incident that caused you to claim.

**11. Deliberate acts**

Any accident, injury, loss or damage caused deliberately, maliciously or wilfully by **you, your family**, guests or lodgers unless such an action is to save a life or prevent **bodily injury**.

**12. Terrorism**

Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm;
- putting the public or any section of the public in fear;

If it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

**13. Business use**

Any property used or held for business, profession or trade purposes other than as provided by business equipment.

**14. Heating, drying, dyeing or washing Other insurance**

Loss or damage caused by heating, drying, dyeing or washing an item.

**15. Confiscating items**

Any loss or damage caused by:

- customs, police or other officials;
- an order of any court of law;
- any statutory or regulatory authority; confiscating an item.

**16. Deception**

Any loss or damage caused by deception (when someone persuades you to give or sell them your belongings by misleading you) unless the only deception is getting into the home.

**17. Other insurance**

Loss, damage or legal liability if there is any other insurance in place which provides cover for the same event.

**18. Misuse**

Loss or damage caused by using the item or product in a way which is different to the manufacturer's instructions.

**19. Existing damage**

Any loss, damage, injury or accident occurring, or arising from an event, before cover by this policy commences

**20. Sanctions**

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us or any member of our group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country

# General conditions

The following conditions apply to Sections one, two & three.

## 1. Reasonable care

**You** must take all reasonable care to prevent **bodily injury**, loss, damage or accidents to **your property**, and maintain the **home** and **your** belongings in a good state of repair. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

## 2. Telling us about a change

**You** must tell **your** broker immediately about any change in the information given to them which is relevant to this policy. If **you** do not, **your** policy may not be valid or may not cover you fully.

Examples of changes **you** must make **your** broker aware of are:

- change of address
- structural alterations to **your home** unless they fall within General Condition 12 of this policy
- if **your home** will be **unoccupied** or **unfurnished**
- if **you** intend to let or sublet **your home** or **your home** is no longer occupied solely by **you** and **your family**
- if **you** no longer intend to use **your home** as **your** main residence
- if **you** or **your family** have been declared bankrupt or been subject to bankruptcy proceedings
- if **you** or **your family** have received a County Court Judgment, police caution or been convicted with any offence other than driving offences.

**We** have the right to alter the premium, change any terms and conditions or cancel this policy following a change.

## 3. Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible. For loss or damage claims, **you** must provide (at **your** own expense) any documents, information and evidence requested. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside the **home**.

**You** must take all reasonable steps to recover any lost or stolen **contents** and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without their written permission.

## 4. Your insurers rights after a claim

**We** may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **your** claim is paid under this policy, **we** may take over, defend or settle any claim in **your** name.

**We** can also take proceedings, at their own expense and for their own benefit, to recover any payment made under this policy.

## 5. Disagreement over amount of claim

If **we** accept **your** claim, but disagrees over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **us** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 6. Fraudulent claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the policy, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which you knew about or deliberately caused;

**We:**

- will not pay the claim and all cover under this policy will end;
- will not pay any other claim which has been or will be made under the policy;
- may declare the policy void, that is, treat the policy as if it never existed;
- will be entitled to recover the amount of any claim they have already paid under the policy since the last renewal date from **you**;
- will not return any premiums **you** have paid;
- may tell the police about the situation;
- will inform other organisations as well as anti-fraud databases such as CIFAS, CUE and Hunter.

## 7. Other insurance

If, at the time of any loss, damage or liability covered under this policy, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 8. Keeping to the conditions of the policy

Cover under this policy only applies if **you** or anyone entitled to benefit under this policy has kept to all terms, conditions and **endorsements** that apply.

## 9. Non-Disclosure and Misrepresentation

Information which **you** gave **your** broker before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **your** broker immediately.

## 10. The Construction of the Home

The **home** (unless shown differently on the **schedule**) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the **schedule**, no more than thirty percent (30%) of the roof area may be flat and/or covered with felt.

## 11. Breach of Conditions under this policy

If it is found that you have not complied with any condition under this policy and that your compliance would normally reduce losses described in this policy. Depending if it is deliberate or reckless a claim can be avoided or reduced. Unless, you can prove to us that your failure to comply with any such condition would NOT have increased the risk of the loss occurring in the circumstances that it arose.

## Section Four – Home Emergency

### The aims of this section

The cover provided by this Section is for Property Emergency Assistance it complements the cover provided by the other sections of this policy.

This Section does not cover normal day-to-day property maintenance which you should carry out or pay for, such as items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers.

What we undertake to do is provide rapid, expert help if you suffer an emergency in your property arising from an incident covered by this Section. We will arrange for one of our Approved Contractors on our nationwide list of authorised tradesmen to attend and take action to stabilise the situation and remove the emergency.

### Insurance Terms and Conditions

**We** will use the details that **you** have given **us** to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. **You** should read all of these carefully, to ensure this policy meets **your** individual requirements.

If **you** are unsure whether something is covered or excluded, please contact **your** insurance adviser.

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG,. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk). Register number is 1229676.

**You** can check this on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

Legal Insurance Management Ltd provide the services described in this policy.

**Your** policy is subject to English Law and you and we agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between **us**.

To ensure **we** are consistent in providing **our** customers with quality service, **we** may record **your** telephone call.

# Definitions

## Section Four

The following words or phrases have the same meaning wherever they appear under this section of the policy. These words are in **bold**.

### Approved Contractor

A tradesman approved and authorised by **us** in advance to carry out repairs

### Emergency

A sudden and unexpected event at **your property** which if not dealt with immediately will

- expose **you** or a third party to a risk to their health or
- make **your property** unsafe or insecure or
- will cause damage or further damage to **your property** and its **contents** or
- will leave **your property** without **main services**.

### Emergency Repair

A temporary repair carried out by an **approved contractor** which is necessary to resolve the immediate **emergency** but which will need to be replaced by a **permanent repair**.

### Geographical Limits

Comprising of the mainland of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands

### Mains Services

Mains drainage to the boundaries of **your property**, water, electricity and gas within the **property**.

### Period of Insurance

The 12 month period starting from the commencement date shown on **your Buildings** insurance schedule.

### Permanent Repair

A repair or other work necessary to put right the damage caused to **your property** by the **emergency**.

### Period of Insurance

The 12-month period starting from the commencement date shown on **your Buildings** insurance schedule.

### Property

The house, bungalow or self-contained flat/maisonette, excluding any detached garages or **outbuildings**, at the address shown in **your buildings** insurance schedule This excludes bed-sits or properties with multiple occupation/ residential or nursing homes

### We/Us/Our

Legal Insurance Management Ltd, who provide the services described in this policy on behalf of Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Europe Limited.

### Unoccupied

Not been lived in by **you** or **your family**, or any other person with **your** permission.

### You/Your

The person named on the Policy Schedule and anyone else legally residing at **your** property.

## What is covered

An event which **we** consider to be an **emergency** to **your property** by the following Causes:

Bursting or sudden leakage of water pipes within **your property** or failure of **your** domestic hot water heating

Failure of or damage to underground drains or sewers

Failure of **your** Mains Services for which **you** are legally responsible

Complete failure of **your** central heating system involving a boiler or warm air unit

Damage to, or mechanical failure of, the only accessible toilet or cistern in **your property** which results in complete loss of function.

Removal of wasp nests, field or house mice or brown rats within **your property**

## What is not covered

- dripping taps
- burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
- slow seepage from joints or gaskets which does not involve a sudden escape of water.
- leaking overflows
- the results of hard water scaling deposits
- breakage of any basin, bath, bidet or shower base

- blockage of soil or waste pipes from sinks, basins, bidets, baths or showers
- the results of hard water scaling deposits

- malfunctioning or blockage of cesspits or septic tanks and their associated pipe work
- loss or damage arising from the utility company interrupting or deliberately disconnecting the Mains Services or any equipment they are responsible for.

- replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
- any costs for work recommended as being undertaken following a service of **your** boiler or warm air unit
- any intermittent or reoccurring fault.
- any water pressure adjustments or failure caused through hard water scale or sludge.
- gas leaks from any pipes or appliances
- any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions.
- any boiler or system noise
- any radiator valves
- any airlocks in the central heating piping
- any costs relating to the repair or replacement of the central heating pump or wall or room thermostat
- the results of hard water scaling deposits
- any boiler which is over 10 years old and has an output more than 60kw per hour capacity

- any claim where there is another working toilet within **your property**
- breakdown of, loss of or damage to Saniflow toilets
- cost of replacement ceramics or parts

- any infestations or pests in gardens, or **outbuildings**
- any damage caused by the pests or infestations or by their removal

What is covered (continued)	What is not covered (continued)
Break-in or vandalism compromising the security of <b>your property</b>	<ul style="list-style-type: none"> <li>• breakage of internal glass or doors</li> <li>• vandalism caused by <b>your</b> tenant or anyone staying at <b>your property</b> with <b>your</b> permission</li> <li>• any loss not reported to the Police</li> </ul>
Missing or repositioned roof tiles	<ul style="list-style-type: none"> <li>• flat or Tarpaulin Roofs</li> <li>• blocked or misaligned guttering</li> </ul>
<p><b>We</b> will appoint an <b>Approved Contractor</b> to assist <b>You</b> if <b>You</b> lose or damage the only available key to <b>Your Property</b> or if <b>You</b> are unable to gain access to <b>Your Home</b> due to failure or damage to the external locking mechanism</p>	<ul style="list-style-type: none"> <li>• Any theft of keys, vandalism or malicious damage not reported to the police</li> </ul>
<p>Where <b>Your Property</b> is rendered not fit to live in as a result of an <b>Emergency</b> covered by this policy, if <b>You</b> ask <b>Us We</b> will arrange and pay up to a total of £250 for reasonable overnight accommodation only costs, incurred by <b>You</b></p>	

## How to Make a Claim

When **you** become aware of a possible claim under this policy, **you** must notify **us** immediately by telephone on:

**0333 234 3465**

**We** will then advise **you** how to protect yourself and **your property**

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to **you** or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services

**SUSPECTED GAS LEAKS MUST ALWAYS BE  
REPORTED TO  
NATIONAL GAS EMERGENCY SERVICE ON  
0800 111 999**



## Settling Claims

**We** will arrange for an **approved contractor** to assess the situation and carry out **emergency repairs** to **your property** to stabilise the situation and remove the **emergency** or restore the normal operation of the boiler or warm air unit

Where the cost of a **permanent repair** is similar to the cost of an **emergency repair we** may, at **our** sole discretion, authorise **our approved contractor** to undertake a **permanent repair** to **your property**.

**We** will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials

Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all **emergencies** covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

**We** cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that **we** will pay during any **period of insurance** is £2500 including VAT

# General Exclusions

## Section Four

### You are not covered for:

1. Any loss or damage arising from faults, damage or infestation that **you** were aware of at the time **you** entered into this contract
2. Any costs incurred when **you** have not notified **us** and received **our** prior agreement
3. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement
4. Damage incurred in gaining necessary access or the cost of effecting **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **property**
5. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards
6. Any claim when the **property** has been left **unoccupied** for 30 consecutive days or more
7. Any Claim where the **property** is used for any business purposes other than letting to a tenant under a single or joint tenancy agreement or as a holiday home.
8. Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
9. Any loss or damage arising as a consequence of:
  - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion
  - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. Any loss, injury, damage or legal liability arising directly or indirectly from:
  - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date
  - b) computer viruses
11. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on Our part can be demonstrated. An example of this would be loss of wages as a result of an Emergency.
12. Costs associated with any other property, home contents or communal/shared areas of your Property.
13. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
14. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our approved contractor** to ensure that the original fault has received a **permanent repair**.
15. Any claim where no fault is found.
16. Failure of any services where the problem is situated outside the boundary of the plot of land on which **your property** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.

# General Conditions

## Section Four

1. **You** must answer all questions about this cover honestly and fully at all times. **You** must also tell **us** straight away if anything that **you** have already told **us** changes. If **you** do not tell **us**, **your** policy may be cancelled and any claim **you** make may not be paid.
2. **You** must take all reasonable steps to protect **your property** and prevent loss and damage and to maintain **your property** in sound condition and good repair.
3. All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **you** should keep all service documentation in case it is needed when **you** make a claim
4. If a claim is fraudulent in any respect all benefit under this section will be forfeited
5. **We** will insure **you** under this section only if **you** keep to the terms and conditions of this section
6. **We** may take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this section. This is to enable **us** to recover any costs **we** have incurred from any third party who may have liability for the costs.
7. When **you** become aware of a possible claim under this section, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own **appointed contractor**, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.
8. If there is any dispute about the cover interpretation, or if **we** have accepted a claim but there is a disagreement over the amount **we** will pay, **we** offer **you** the option of resolving this by using the Arbitration procedure **we** have arranged. Please see the details shown under the Customer Satisfaction section. Using this Service will not affect **your** legal rights.
9. **You** and **we** are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply
10. **You** must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance cover
11. If any loss, damage or expense covered under this section is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.

# Cancellation Rights

## Section Four

Cancellation by **you**:

If **you** give notice to cancel this section, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

Cancellation by **us**:

If **you** fail to satisfy the terms of **your** Policy, **we** may choose to cancel **your** Policy during the **period of insurance** by giving **you** 14 days' written notice of cancellation to the last address **you** provided **us** with.

Examples of when **we** might do this includes **you** not paying a Premium instalment when due, **us** discovering that **your** property is no longer eligible for cover, etc.

# Data Protection

## Section Four

### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** Privacy Statement, which is available to view on the website address detailed above.

### 4. Disclosure of Your Personal Data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

# Complaints Procedure

## Section Four

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

**You** can write to **Us** at the below address, and **We** will arrange an investigation:

LIMemergency  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Email us at: [claims@limemergency.co.uk](mailto:claims@limemergency.co.uk)

Call us on: 01384 884080

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

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

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR, UK  
Or **you** can phone 0300 123 9123  
E-mail: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

### Please note

If **you** wish to refer this matter to the FOS **you** must do so within 6 months of **our** final decision. You must have completed the above Procedure before the FOS will consider **your** case.

If **you** do not refer **your** complaint within the six months, the Ombudsman will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman is only able to intervene in respect of personal policyholders or micro-enterprise (i.e. with a turnover of less than £2,000,000 and less than 10 staff).

**Your** legal rights are not affected.

# Financial Services Compensation Scheme

## Section Four

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website