hilltopfinance.

# Home Insurance Policy Booklet

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# About Your Policy

## Understanding and using your policy

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Insurance policies can be difficult to understand so we have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on pages 9 to 11 and 46 to 47 'Words with special meanings'. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

**Your** policy is in two parts – the policy booklet and the schedule.

The policy booklet explains what is and what is not covered, how **we** settle claims and other important information.

The schedule shows which sections of the policy booklet apply, the limits to the cover and the premium. Please keep **your** schedule with the policy booklet.

**We** will send **you** a new schedule whenever **you** or **we** make a change to the insurance and each year before renewal so **you** can check that the cover still meets **your** needs.

Once **you** have received **your** policy **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can send back **your** documents and ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium, as long as no claim has been made.

Remember to keep **your** sums insured (which are shown on **your** schedule) up to date.

If **you** have selected **buildings** insurance, **you** should increase **your** sum insured if **you** extend or make improvements to **your** home, such as installing double glazing, adding a fitted kitchen or conservatory.

If **you** have selected **contents** and **personal belongings** insurance, **your** cover is for replacement as new. Remember to keep **your** sums insured up to date when **you** buy new items. Items such as jewellery, articles of precious metal, clocks, watches, paintings, works of art, antiques and stamp, medal and coin collections often change in value. These changes are not reflected in the indices used for inflation protection and **you** should make certain that these items are insured for the correct amount at all times.

If **you** have any questions please contact **us.** The telephone numbers are shown on **your** schedule.

# What to do if you have a complaint

**Our Commitment to Customer Service**

**We are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.**

Step 1

If your complaint relates to the sale of your policy then please contact the person who arranged the policy for you. If your complaint relates to a claim then please call the claims advice helpline number shown on your schedule. If your complaint relates to your policy itself please contact Cavere Limited on the number shown on your schedule.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

Post: RSA
Customer Relations Team
PO Box 255
Wymondham
NR14 8DP

Email: crt.halifax@uk.rsagroup.com

**Our promise to you:**

**We will**

- Acknowledge your complaint promptly
- Investigate your complaint quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint fairly
- Ensure you are clear on how to escalate your complaint, if necessary

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0800 023 4567 (free from mobile phones and landlines)
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

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

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

### Thank you for your feedback

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

### How to make a claim

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide.

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

Call **our** claims helpline on the number shown on **your** schedule. Please have **your** policy number handy when **you** call. While most claims can be agreed over the phone, there may be times when **we** will ask **you** to complete a claim form and provide **us** with further information and/or **we** may wish to arrange a visit and inspection.

- To help **us** deal with **your** claim quickly, please read this policy booklet carefully, particularly the Claims conditions and Policy exclusions on pages 12 to 17.

## Guidance when making a claim

### Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** and **your family** comply with all policy conditions and **you** should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

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

- **Your** name, address, and **your** home and mobile telephone numbers
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **us** to make an initial evaluation on policy liability and claim value. **We** may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information. Sometimes **we**, or someone acting on **our** behalf, may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

### Preferred Suppliers

**We** take pride in the claims service **we** offer to **our** customers. **Our** philosophy is to repair or replace lost or damaged property, where **we** consider it appropriate, and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where **we** can offer repair or replacement through a preferred supplier but **we** agree to pay **our** customer a cash settlement, then payment will normally not exceed the amount **we** would have paid **our** preferred supplier.

# The Insurance Contract

This policy is a legal contract between **you** and **us**. The policy wording and schedule make one document and must be read together. Please keep them together. The contract is based on the information **you** gave **us** when **you** applied for the insurance.

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

- for those sections which are shown on **your** policy schedule;
- for the **insurance period** set out on the same schedule.

**Your** part of the contract is:

- **you** must pay the premium as shown on **your** schedule for each **insurance period**;
- **you** must comply with all the conditions set out in this policy.

There are conditions of the insurance that **you** or **your family** will need to meet as **your** part of this contract on pages 12-14. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. Please take the opportunity to read the Policy Conditions.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

From time to time for commercial reasons the **administrator** may decide to change its chosen insurers. Any such change may take place at any time by the **administrator** cancelling the policy and transferring the insurance cover to a new insurer. The **administrator** will contact **you** not less than 21 days before **your** current insurance expires with details of the new proposed insurers and terms on which cover may be provided by the new insurer.

Accordingly, in order to ensure continuity of **your** insurance **you** authorise the **administrator** to cancel **your** existing insurance and transfer **your** data to any new proposed insurer to provide **you** with the replacement cover. When contacting **you** with details of the new insurer and its offer of insurance for **your** consideration the **administrator** will explain how **you** may revoke this authority and provide details of how **you** may cancel this policy, if **you** do not wish to continue **your** policy with the new insurer.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

This policy has been issued by Royal & Sun Alliance Insurance Limited in the United Kingdom.

# Words with Special Meanings

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in **bold** type whenever it appears in the policy.

There are other words with special meanings listed under the Legal expenses section on pages 46 to 47. **You** should also look at these. **Your** schedule will show **you** if **you** have this section insured under **your** policy.

| Word | Meaning |
|---|---|
| Accidental Damage | Sudden, unexpected and visible damage which has not been caused on purpose. |
| Administrator | This scheme of insurance is arranged and administered by Cavere Limited. Cavere Limited are the appointed agent of the underwriter for the purposes of administering premium collections and issuing premium refunds under this policy. Premiums are collected by Cavere Limited under a risk transfer agreement from the insurer. |
| Buildings | The **home,** fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates.<br><br>**Buildings** does not include aerials and satellite receiving equipment. |
| Clerical business equipment | Computer, telecommunication and office equipment, office furniture and stationery, owned by **your family** or **your family's** responsibility under contract.<br><br>**Clerical business equipment** does not include business stock or business **money** or **credit cards** and no cover is provided for:<br>– the cost of replacing paper records, except for their value as stationery; and/or<br>– any loss or erasure of, or any damage, distortion or corruption to records, data, programs and software. |
| Contents | Household goods, **high risk items**, personal documents, **personal belongings**, **clerical business equipment, pedal cycles, money** and **credit cards** all owned by **your family** or **your family's** responsibility under contract.<br><br>Visitors **personal belongings** in **your home**.<br><br>**Contents** does not include:<br>– motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric **wheelchairs**), mechanically propelled or assisted vehicles (other than garden machinery and pedestrian controlled vehicles), aircraft, trains and boats (other than models), gliders, hang gliders, wetbikes, hovercraft |

| Word | Meaning |
|---|---|
| | and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;<br>– animals;<br>– anything used for trade, professional or business purposes except **clerical business equipment**;<br>– fixtures and fittings. |
| Credit Cards | Credit, debit, charge or cash dispenser cards, all issued in the British Isles, owned by **your family** or **your family's** responsibility under contract.<br><br>**Credit cards** does not include:<br>Store loyalty cards or **credit cards** used or held for any trade, professional or business purposes. |
| Excess | The first part of any claim which **you** must pay. |
| Heave | Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground. |
| High risk items | Jewellery, watches, articles of precious metal, clocks, paintings, works of art, stamp, medal and coin collections. |
| Home | The house or flat at the address shown on **your** schedule, its garages, greenhouses and outbuildings, all used for domestic and clerical business purposes only. |
| Insurance period | The period shown on **your** schedule and any further period for which **you** have paid or have agreed to pay and **we** have accepted or have agreed to accept **your** premium. |
| Landslip | Downward movement of sloping ground. |
| Money | Current bank notes and coins, stamps, cheques, electronic cash pre-payment cards, savings certificates, gift tokens, postal and **money** orders, phone cards or vouchers, traveller's cheques, premium bonds, parking, luncheon, retail vouchers and season or travel tickets, owned by **your family** or **your family's** responsibility under contract.<br>**Money** does not include:<br>– promotional vouchers, air miles vouchers, credit notes, store or loyalty points, lottery tickets, scratchcards, raffle tickets and stamps which are part of a stamp collection; or<br>– money used or held for any trade, professional or business purposes. |
| Pedal cycles | Any pedal cycle and its accessories, owned by **your family** or **your family's** responsibility under contract. Pedal cycles includes motor assisted electric pedal cycles which are not legally required to be licensed for road use. |

| Word | Meaning |
|---|---|
| Personal belongings | Jewellery, watches and personal items which **your family** normally wear or carry, **pedal cycles** and their accessories all owned by **your family** or **your family's** responsibility under contract.<br>**Personal belongings** does not include:<br>– household goods and domestic appliances;<br>– external television and satellite receiving equipment;<br>– motor vehicles and children's motor vehicles whether licensed for road use or not (other than motorised or electric **wheelchairs**), mechanically propelled or assisted vehicles, aircraft, trains and boats (other than models), gliders, hang-gliders, wetbikes, hovercraft and other mechanically propelled or assisted watercraft, caravans, trailers or parts or accessories for any of them whether attached or detached, other than removable entertainment equipment while removed;<br>– animals;<br>– **money**, **credit cards**, securities and documents of any kind;<br>– anything used for any trade, professional or business purposes (other than portable computer equipment and mobile phones);<br>– china, glass, pottery and any other items of a similar nature which are fragile. |
| Policyholder/you/your | The person(s) named as **policyholder** on **your** schedule. |
| Subsidence | Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves. |
| Unoccupied | When **your home** has not been lived in by **your family** or by anyone who has **your** permission, for more than 60 days in a row. Lived in means slept in frequently. |
| We/our/us | Royal & Sun Alliance Insurance Limited. |
| Wheelchairs | Any wheelchair or similar electric scooter specifically designed for the disabled or infirm and which does not legally require to be licensed for road use. |
| You/your/ policyholder | The person(s) named as **policyholder** on **your** schedule. |
| Your family | **You** or any of the following people providing they normally live with **you**:<br>– **your** husband, wife or partner;<br>– children (including foster children);<br>– **your** relatives;<br>– **your** domestic employees. |

# Conditions and Exclusions

## Policy Conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract. There are other conditions of insurance applicable to the Legal Expenses section on page 53. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

### Taking care

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

### Changes in your circumstances

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

- **you** are going to move **home** permanently;
- someone other than **your family** is going to live in **your home**;
- **your home** is going to be **unoccupied** for more than 60 days in a row;
- **your home** is going to be used for short periods each week or as a holiday home;
- work is to be done on **your home** which is not routine repair, maintenance or decoration for example, any structural alteration or extension to **your home**;
- the number of bedrooms in **your home** has changed;
- **you** or any member of **your family** has received a conviction for any offence except for driving;
- any part of **your home** is going to be used for any trade, professional or business purposes;

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

  - the trade, professional or business use is only clerical; and
  - **you** do not have staff employed to work from **your home**; and
  - **you** do not have any visitors to **your home** in connection with **your** trade, profession or business; and
  - **you** do not keep any business money or stock in **your home**.
- any increase in the value of **your contents** or the rebuilding cost of **your buildings**.

**We** may reassess **your** cover, terms and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### Fraud

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

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

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

### Transferring your interest in the policy

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

### Cancelling the policy

If **you** wish to cancel **your** policy please write to the **administrator** at the address or call the number shown on **your** schedule. If **you** cancel the policy **you** may be entitled to a refund of premium provided that no claim has been made during the current **insurance period**. Any refund will be calculated in whole calendar months remaining at the time of cancellation, part months cover will not attract a refund.

### Cancellation by you within the first 14 days

If **you** cancel the policy within 14 days of the date **you** receive **your** policy documents, the **administrator** will refund the premium provided no claim has been made during the current **insurance period**. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. The **administrator** reserves the right to charge an administration fee for cancellation of this policy.

### Cancellation by you after the first 14 days

If **you** cancel the policy after 14 days of the date **you** receive **your** policy documents, the **administrator** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. The **administrator** reserves the right to charge an administration fee for cancellation of this policy.

### Where we cancel your policy

Please also refer to the Fraud condition on page 13 of this policy and to the Changes in your circumstances condition on page 12 of this policy.

**We** or the **administrator** may also cancel the policy where **we** have identified serious grounds, such as;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or property;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

**We** will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.

Where **we** have agreed to **you** paying **your** premium by monthly instalments, then in the event that there is a default in the instalments due under the payment schedule, **we** and the **administrator** reserve the right to cancel **your** policy by giving **you** 14 days notice at **your** last known address and **you** will no longer be insured by **us**.

If **your** monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 1974, then this shall be deemed to be a linked loan agreement. In the event that there is a default in the instalments due under the payment schedule, **we** and the **administrator** reserve the right to also terminate that linked loan agreement.

### Cancelling the monthly premium instalment agreement

**Your** policy has a normal **insurance period** of 12 months and **your** legal contract with **us** is for this period. **You** may have asked and **we** may have agreed for **your** annual premium to be paid on a monthly basis by instalments.

Where **we** have agreed to **you** paying **your** premium by monthly instalments, then in the event that there is a default in the instalments due under the schedule of payments, **we** and the **administrator** reserve the right to cancel **your** policy by giving **you** 14 days notice at **your** last known address and **you** will no longer be insured by **us**.

If **you** want to cancel **your** payment schedule but not **your** policy, **you** must contact the **administrator** using the contact details given on **your** schedule. **We** can then tell **you** how much **you** will have to pay for the rest of the **insurance period**. If this amount is not paid by the date given to **you** by the **administrator**, then all cover under **your** policy will be cancelled from this date.

### Financial sanctions

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the insurance period, we may cancel this policy immediately by giving you written notice at your last known address.

### Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 14 headed 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your** policy.

### Claims conditions

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

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

When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 6.

**You** should also check the information on 'How **we** settle claims' under the section of **your** policy which covers the loss or damage, e.g. **contents**, **buildings**.

### What you must do

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

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

For all other claims, tell **us** as soon as **you** can. **You** should do all **we** reasonably ask **you** to do to get back any lost or stolen property.

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

To help **us** deal with **your** claim quickly, **we** may require additional information which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Purchase dates and location of lost or damaged property;
- For damaged property, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### Rights and responsibilities

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

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

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

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

When **you** call **us we** will advise **you** of **our** requirements, which will be either:

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

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### Other insurance

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

## Policy exclusions

These exclusions apply to all the sections of **your** policy with the exception of Pollution or contamination and Rot which do not apply to the **Legal expenses** section.

This insurance does not cover:

### Radioactive contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

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

### War risks

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

### Sonic bangs

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

### Pollution or contamination

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

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of an intentional act,

and, which occurs during any **insurance period**.

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

### Rot

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

### Date change and computer viruses

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

Legal expenses, legal benefits and /or liability arising directly or indirectly from:
- equipment failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- computer viruses;

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

### For the purposes of this exclusion:

Equipment includes computers and anything else insured by this policy which has a microchip in it.

Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

Microchips include integrated circuits and microcontrollers.

Computer viruses include any program or software which prevents any operating system, computer program or software working properly or at all.

### Existing and deliberate damage

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

### Terrorism

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

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

### Wear and tear

Any loss, damage, liability cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

### Defective construction or design

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

# Home Emergency Assistance

This part of the policy explains the cover **we** provide for Home Emergency Assistance unless **your** schedule states 'Not insured under this policy'.

## What is covered

The Home Emergency Assistance only covers **you** against the costs of certain household situations, which **you** will find described in covers 1-6 in this section.

**We** will pay the cost of the repair, parts and call out charges for work undertaken at the address shown on the schedule by a tradesman authorised by **us** to carry out temporary or permanent repairs for covers 1-5, which if not dealt with immediately upon discovery will make the **home** unsafe or insecure for **you**, cause damage to the **home** or its **contents**, or result in the **home** losing its main source of electricity, lighting or water (hot or cold).

Home Emergency Assistance does not cover everything which **you** might regard as an emergency. It does not cover normal day to day household maintenance or repairs which need to be carried out periodically, such as descaling water pipes or curing leaking taps.

If a permanent repair is necessary, the authorised tradesman will carry it out provided it can be effected at a similar expense to a temporary repair. This cover may not provide the cost of full repair or replacement.

An authorised tradesman is approved and instructed by **us** and is competent to provide domestic repair services appropriate to the situation. Payments will be made directly to **our** contractor.

The most **we** will pay for any one claim including the cost of the repair, parts, call out charges, alternative accommodation and VAT is shown on **your** schedule.

## What is not covered

Any incident not reported to **us** within 48 hours of discovery.
Any incident which occurs during the first 7 days following the start of **your** Home Emergency Assistance cover.
Garages (unless integral or attached to the **home**), sheds, greenhouses, any other outbuilding which is not designed to be permanently lived in.
Land belonging to the **home**.
Gas leaks other than under cover 7.
Any subsequent repairs for the same damage or system.
Permanently replacing or removing paths or driveways in order to deal with the emergency.
Any repair arising from circumstances known to **you** before **you** asked **us** to provide cover.
Any system, equipment or facility having reached the end of its serviceable life.
Damage caused as a result of any system equipment or facility having reached the end of its serviceable life.
The normal day to day maintenance of the **home**, system(s) or facility.
Any equipment not installed, operated maintained or repaired in accordance with established practice or manufacturer's instructions, statutory regulations or British standards.
Any equipment, which has been the subject of a manufacturer recall, unless the recall advice was followed, and any changes required were implemented.
Domestic appliances, other than hot water or central heating boilers.
Damage if the **home** has not been lived in by **your family** for more than 60 days in a row.
Damage caused when the **home** is lived in solely by anyone other than **your family**.
Repairs which are made by anyone other than the tradesman authorised by **us**.
Costs incurred without **our** agreement.

| What is covered | What is not covered |
| --- | --- |
| | Any loss expenses or costs of any kind that are not directly caused by the event that led to **your** claim.<br>Any **home** used for any trade, professional or business purposes except clerical business. |
| **We** will pay the cost of the repair, parts and call out charges for:<br>1. Repairs necessary to restore the service or prevent further damage to the **home** as a result of failure or damage to the plumbing or drainage system for which **you** are legally responsible. | Cesspits, septic tanks and associated fittings.<br>Any mains service which is the responsibility of a public service company.<br>Shared drainage facilities, except on the land belonging to the **home**.<br>Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain.<br>Descaling and any work arising from hard water scale deposits.<br>Escape of water outside of the **home**, which is not causing damage to the interior of the **home** or its **contents**.<br>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life. |
| 2. Loss of heating as a result of complete failure or breakdown of the main heating system of the **home**. | Boilers over 15 years old.<br>Any boiler with an output of 60kW or more.<br>The cost of repairing a main heating system that, in **our** opinion, is beyond economical repair.<br>Failure of the electricity and or gas supplies as a result of:<br>– industrial action by a public service company.<br>– the electricity and or gas supply being deliberately or accidentally cut or turned off.<br>Failure or breakdown of a component which affects only the efficiency of the main heating system.<br>Failure , or complete or partial breakdown:<br>– as a result of the lack of fuel.<br>– where proof of annual maintenance by a registered tradesman cannot be provided.<br>Descaling and any work arising from hard water scale deposits.<br>Any mains service which is the responsibility of a public service company. |

| What is covered | What is not covered |
|---|---|
| | Damage to radiators, however **we** will pay to isolate leaking radiators.<br>Dripping taps or any other parts of the plumbing or drainage system where water is safely escaping down a drain.<br>Removing asbestos unless necessary to undertake insured repair.<br>Loss of heating as a result of complete failure or breakdown of the main heating system unless the main heating system has been maintained by a registered tradesman providing certification or other proof of service within the last 12 months. |
| 3. Complete failure of the electricity supply within the **home.** | Failure of the electricity supplies as a result of:<br>– industrial action by a public service company.<br>– the electricity supply being deliberately or accidentally cut off.<br>Any mains service which is the responsibility of a public service company. |
| 4. Repairs necessary to the outside doors, or to the frame or glazing of outside doors or windows of the **home** to make the **home** safe or secure. | Damage caused deliberately by **your family**. |
| 5. Repairs necessary to make the **roof** of the **home** watertight and prevent further damage. | The cost of replacing flat roofs. |
| 6 Removing rats, mice or squirrels or the treatment and removal of cockroaches, wasps or hornets nests that occur inside the **home** or are attached to the main structure of the **home**. | Damage outside of the **home**, which is not causing damage to the interior of the **home** or its **contents**. **We** will not pay for more than 2 incidents in any one **insurance period**. |
| 7 The reasonable cost of overnight accommodation for **your family** including that required for any pets normally living with **you** if **we** agree that the **home** cannot be lived in. | The cost of overnight accommodation for anyone who is not a member of **your family**. Anything that is listed under the 'What is not covered' paragraph of cover 2. |
| 8 Replacement boiler<br>If as a result of a claim under cover 2 **we** decide **your** boiler is beyond economical repair, **we** will pay up to £500 towards the cost of a new boiler. | |

### How we settle claims for Home Emergency Assistance

Call **our** 24 hour emergency helpline on the number shown on the schedule after taking any immediate action **you** think is necessary to protect the **home** from further damage, such as switching off the gas, electricity or water. **We** have a team of tradesmen on hand to carry out urgent repairs 24 hours a day, 7 days a week.

The most **we** will pay for any one claim including the cost of the repair, parts, call out charges, alternative accommodation and VAT is shown on **your** schedule.

If the claim is a result of an incident which is also covered under the Buildings section or Buildings Accidental Damage section, **you** may be able to claim for any further repair under that section. Please refer to the 'How to make a claim' section on page 6. **We** will not pay any call out charge if having asked for assistance **you** are not at **home** when the tradesman arrives at the time agreed.

**We** will not pay for any inconvenience, loss or damage caused by delay in the provision of spare parts or components by manufacturers or suppliers; Spare or replacement parts may not be from the original manufacturer. **You** should also read the claims conditions and policy conditions and exclusions on pages 12 to 17.

# Homecare Services

This part of the policy explains the cover **we** provide for Locks and Keys and Trees and Shrubs.

### What is covered

Locks and Keys

**Accidental damage** to the locks of, or loss of the keys to the outside doors of, **your home** or to safes and alarms in **your home**.

**We** will pay the cost of;

- buying new keys; or
- changing parts of the locks; or
- replacing the locks

### What is not covered

The **excess**.

Loss or damage while **your home** is lent, let or sub-let to anyone other than **your family**.

Damage to locks caused by mechanical, electrical or electronic fault or breakdown.

Any amount exceeding the limit shown on **your** schedule.

# Homecare Services

| What is covered | What is not covered |
|---|---|
| **Trees and Shrubs** | The **excess**. |
| Loss of or damage to **your** trees, shrubs, plants, hedges and lawns on the land belonging to **your home** caused by: | Any amount exceeding the limit shown on **your** schedule |
| – Fire, lightning, explosion, earthquake or smoke. | Damage by smoke from air pollution |
| – Riot, civil commotion. | |
| – Malicious acts or vandalism. | Loss or damage while **your home** is **unoccupied** |
| | Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**. |
| – Theft or attempted theft. | Loss or damage while **your home** is **unoccupied**. |
| | Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**. |
| – Impact involving vehicles or aircraft or anything dropped from them. | |

### How we settle claims for locks & keys and trees & shrubs

**We** will pay the cost of repairing or replacing the damaged parts of the locks and keys or trees and shrubs.

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

The most **we** will pay for any one claim is the limit shown on **your** schedule.

### Legal advice

Whatever legal matter **you** need help and guidance with, simply call this free service and speak to an expert. This service is available 24 hours a day, 365 days a year. The telephone number is shown on **your** schedule.

**You** will need to quote the scheme reference number shown on **your** schedule when using this helpline. **You** can use this service as many times as **you** wish, whenever **you** need to.

# Buildings

This part of the policy sets out the cover **we** provide for **your buildings**, unless **your** schedule states 'Not insured under this policy'.

| What is covered | What is not covered |
|---|---|
| Damage to **your buildings** caused by the following: | |
| 1 Fire, lightning, explosion, earthquake or smoke. | The **excess**.<br><br>Damage by smoke from air pollution. |
| 2 Storm or flood. | The **excess**.<br><br>Damage by frost.<br><br>Damage to fences, hedges or gates.<br><br>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water). |
| 3 Freezing of water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.<br><br>Oil escaping from a fixed heating system. | The escape of water **excess** shown on **your** schedule.<br><br>Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage.<br><br>Damage while **your home** is **unoccupied**.<br><br>Damage by sulphate reacting with any materials from which **your home** is built.<br><br>Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings**. |
| 4 Riot, civil commotion. | The **excess**. |
| 5 Malicious acts or vandalism. | The **excess**.<br><br>Damage while **your home** is **unoccupied**.<br><br>Damage when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**. |

| What is covered | What is not covered |
| --- | --- |
| 6 Theft or attempted theft. | The **excess**.<br><br>Damage while **your home** is **unoccupied**.<br><br>Damage when **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**. |
| 7 **Subsidence** or **heave** of the site on which **your buildings** stand or of land belonging to **your buildings**, or **landslip**. | The **subsidence, heave** or **landslip excess** shown on **your** schedule.<br><br>Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless **your home** is damaged by the same cause and at the same time.<br><br>Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.<br><br>Damage caused by structures bedding down or settlement of newly made up ground.<br><br>Damage caused by the coast or a riverbank being worn away.<br><br>Damage caused by or from demolition, alteration or repair to **your home**.<br><br>Damage caused by sulphate reacting with any materials from which **your home** is built. |

| What is covered | What is not covered |
|---|---|
| 8 Falling trees or branches. | The **excess**.<br><br>Damage to fences, hedges or gates. |
| 9 Falling aerials or satellite receiving equipment, their fittings or masts. | The **excess**. |
| 10 Impact involving vehicles, aircraft or anything dropped from them, or animals. | The **excess**.<br><br>Damage by pets. |
| In addition **you** are covered for the following: | |
| 11 Accidental breakage of drains and pipes and **accidental damage** to cables and underground tanks which are used to provide services to or from **your home**, for which **your family** is legally responsible.<br><br>If following a blockage, normal methods of releasing a blockage between the main sewer and **your home** are unsuccessful, **we** will pay the cost of breaking into and repairing the pipe. | The **excess**.<br><br>Damage while **your home** is **unoccupied**.<br><br>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.<br><br>Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings.**<br><br>Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.<br><br>Damage caused by the coast or a riverbank being worn away.<br><br>Damage caused by or from demolition, alteration or repair to **your home**.<br><br>Damage caused by or from poor or faulty design, workmanship or materials.<br><br>Damage caused by sulphate reacting with any materials from which **your home** is built. |
| 12 Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of **your home**. | The **excess**.<br><br>Breakage while **your home** is **unoccupied**.<br><br>The replacement cost of any part of the item other than the broken glass. |

| What is covered | What is not covered |
|---|---|
| 13 Fees and related costs incurred in repairing or replacing damaged parts of **your buildings**, provided the damage is covered under **your** policy and subject to **our** prior agreement.<br><br>**We** will pay for:<br>– Architects, engineers, surveyors and legal fees;<br>– the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of **your buildings**;<br>– the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of **your buildings** are repaired or replaced. | Any fees and costs **you** have to pay for preparing or furthering any claim.<br><br>Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of **your buildings.** |
| 14 Cover while **you** are selling **your home**. If between the date **you** exchange contracts and the date **you** complete the sale, **your home** is damaged by anything insured under covers 1 to 12 of this section, the buyer shall be entitled to the benefit of this cover once the sale has been completed. | This cover does not apply if insurance on the **buildings** of the **home** has been arranged by or for the buyer.<br><br>Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover. |
| 15 If **your home** is uninhabitable as a result of damage to **your buildings we** will pay:<br>– the additional cost of similar short-term accommodation for **your family** and also for any pets living with **you**.<br>– Rent **you** would have received but have lost including ground rent. | Any costs **your family** would have to pay once **your home** becomes habitable again.<br><br>Any costs **you** agree to pay without **our** written permission.<br><br>The cost of alternative accommodation for anyone who is not a member of **your family**.<br><br>Any costs arising from damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.<br><br>Any amount exceeding the limit shown on **your** schedule. |

| What is covered | What is not covered |
| --- | --- |
| 16 The cost of legal fees which **you** have to pay to repossess **your home** following occupation by squatters. | Any legal fees **you** agree to pay without **our** written consent.<br><br>Any amount exceeding the limit shown on **your** schedule. |
| 17 Trace and Access<br><br>**We** will pay the cost of removing and replacing any part of the **buildings** necessary to repair a household heating or water system that has caused an escape of water or oil. | The **excess**.<br><br>Any amount exceeding the limit shown on **your** schedule in any one **insurance period**. |
| The following additional cover is also provided for **your buildings** but only if **your** schedule states '**Accidental damage** included' | |
| 18 **Accidental damage** to **buildings**. | The **excess**.<br><br>Damage while **your home** is **unoccupied**.<br><br>Damage when **your home** is lent, let or sub-let to anyone other than **your family**.<br><br>Damage by water entering **your home** other than by storm or flood.<br><br>Damage by mechanical, electrical or electronic fault or breakdown.<br><br>Damage by or from **subsidence, heave, landslip,** movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings.**<br><br>Damage by any cover listed elsewhere in the Buildings section and which is specifically excluded under that cover.<br><br>Damage caused by the coast or a riverbank being worn away.<br><br>Damage caused by or from demolition, alteration or repair to **your home**.<br><br>Damage caused by or from poor or faulty design, workmanship or materials.<br><br>Damage caused by sulphate reacting with any materials from which **your home** is built. |

## How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 6). **You** should also read the Claims conditions and Policy exclusions on pages 14 to 17.

## How we settle claims for buildings

1. **We** will pay for the cost of work carried out in repairing or replacing the damaged parts of **your buildings** and agreed fees and related costs.

   The amount **we** will pay where repairs are carried out will not exceed the lesser of:
   - The cost of the work had it been completed by **our** nominated contractor or
   - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

   If the repair or replacement is not carried out, **we** will pay the lesser of:
   - The decrease in market value of **your buildings** due to the damage
   - The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay
   - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

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

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

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

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

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

**We will not pay for:**

- Loss of value resulting from repairs to or replacement of damage to **your buildings**;
- Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

## Legal liability

As well as insuring **your buildings**, **we** also provide the following cover.

| What is covered | What is not covered |
|---|---|
| 19 The legal liability of **your family** as owner of **your buildings** and land belonging to **your home**, to pay damages and costs to others which arise from any single event occurring during the **insurance period** which result in:<br>– accidental death, disease, illness or accidental physical injury to anyone;<br>– **accidental damage** to physical property.<br>The most **we** will pay is the limit shown on **your** schedule plus defence costs agreed by **us** in writing. | Anything owned by or the legal responsibility of **your family**.<br>Injury, death, disease or illness to any of **your family** (other than **your** domestic employees who normally live with **you**).<br>Liability arising from any employment, trade, profession or business of any of **your family**.<br>Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.<br>Liability covered by any other policy.<br>Liability arising from The Party Wall etc. Act |

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

## What is covered

20 Legal liabilities which result from the ownership of any home previously occupied by **you** and insured by **us** and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of The Defective Premises (Northern Ireland) Order 1975, as long as **you** do not have this cover under another policy.

The most **we** will pay is the limit shown on **your** schedule plus defence costs agreed by **us** in writing.

## What is not covered

Any home previously owned and occupied by **you** in which **you** still hold legal title or have an interest.

Any incident which happens more than 7 years after the last day of the last **insurance period** in respect of any home previously insured by **us** and owned and occupied by **you**.

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

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

Liability arising from any employment, trade, profession or business of any of **your family**.

Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.

Liability covered by any other policy.

Liability arising from The Party Wall etc. Act 1996.

# Contents

This part of the policy explains the cover **we** provide for the **contents** in **your home** unless **your** schedule states 'Not insured under this policy'.

| | What is covered | What is not covered |
|---|---|---|
| | Loss or damage to **contents** in **your home** caused by the following: | |
| 1 | Fire, lightning, explosion, earthquake or smoke. | The **excess**.<br><br>Damage by smoke from air pollution. |
| 2 | Storm or flood. | The **excess**.<br><br>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water). |
| 3 | Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.<br><br>Oil escaping from a fixed heating system. | The escape of water **excess** shown on **your** schedule.<br><br>Loss or damage while **your home** is **unoccupied**.<br><br>Damage to the appliance or system which the water or oil escapes from. |
| 4 | Riot, civil commotion. | The **excess**. |
| 5 | Malicious acts or vandalism. | The **excess**.<br><br>Loss or damage while **your home** is **unoccupied**.<br><br>Loss or damage while **your home** is lent, let or sub-let to anyone other than **your family** unless force and violence has been used to get into or out of **your home**. |
| 6 | Theft or attempted theft using force and violence to get into or out of **your home.** | The **excess**.<br><br>Loss or damage while **your home** is **unoccupied**.<br><br>For **contents** in any garage or outbuilding, any amount exceeding the limit shown on **your** schedule. |

| What is covered | What is not covered |
|---|---|
| 7 Theft or attempted theft not using force and violence to get into or out of **your home**. | The **excess**.<br><br>Loss or damage while **your home** is **unoccupied**.<br><br>Loss or damage while **your home** is lent, let or sub-let to anyone other than **your family**.<br><br>Loss by deception unless the only deception was someone tricking their way into **your home**.<br><br>Loss of **money**.<br><br>Loss or damage while **your home** is used to receive visitors or paying guests in connection with **your** business.<br><br>For **contents** in any garage or outbuilding, any amount exceeding the limit shown on **your** schedule. |
| 8 **Subsidence** or **heave** of the site on which **your home** stands or of land belonging to **your home** or **landslip**. | The **excess**.<br><br>Loss or damage caused by solid floors moving unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.<br><br>Loss or damage caused by structures bedding down or settlement of newly made up ground.<br><br>Loss or damage caused by the coast or a riverbank being worn away.<br><br>Loss or damage caused by or from demolition, alteration or repair to **your home**.<br><br>Loss or damage caused by or from poor or faulty design, workmanship, or materials. |
| 9 Falling trees or branches. | The **excess**. |
| 10 Falling aerials or satellite receiving equipment, their fittings or masts. | The **excess**. |

| What is covered | What is not covered |
|---|---|
| 11 Impact involving vehicles, aircraft or anything dropped from them, or animals. | The **excess**.<br><br>Loss or damage by pets. |
| 12 **Accidental damage** to TV, satellite, video, audio entertainment equipment and computer equipment while in **your home**.<br><br>Audio entertainment equipment and computer equipment does not include musical instruments, mobile phones, records, tapes, discs, CDs, DVDs and computer games. | The **excess**.<br><br>Damage while **your home** is lent, let or sub-let to anyone other than **your family**.<br><br>Damage by water entering **your home** other than by storm or flood.<br><br>Damage by mechanical, electrical or electronic fault or breakdown.<br><br>Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover. |
| 13 Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of **your** furniture. | The **excess**.<br><br>The replacement cost of any part of the item other than the broken glass.<br><br>Breakage while **your home** is lent, let or sub-let to anyone other than **your family.** |
| In addition, **you** are covered for the following: | |
| 14 Wedding, Civil Partnership and Birthday gifts<br><br>Loss or damage by covers 1-13 of the Contents Section plus cover 25 (if selected), to gifts and additional **contents** purchased for a wedding, civil partnership or a birthday.<br><br>For one month before and one month after the wedding day, civil partnership ceremony or birthday of any of **your family**, the sum insured for **contents** is increased by the amount shown on **your** schedule. | Loss or damage by any cover listed elsewhere in the Contents Section and which is specifically excluded under that cover. |

| What is covered | What is not covered |
|---|---|
| 15 Christmas and Religious festivals<br><br>Loss or damage by covers 1-13 of the Contents Section plus cover 25 (if selected), to gifts and additional **contents** purchased for Christmas or a religious festival.<br><br>For one month before and one month after Christmas or a religious festival, the sum insured for **contents** is increased by the amount shown on **your** schedule. | Loss or damage by any cover listed elsewhere in the Contents Section and which is specifically excluded under that cover. |
| 16 Accidental loss of metered water, liquid petroleum gas or oil at **your home**. | The **excess**.<br><br>Loss or damage while **your home** is **unoccupied**.<br><br>Loss or damage by any cover listed in the Contents section and which is specifically excluded under that cover.<br><br>Any amount exceeding the limit shown on **your** schedule. |
| 17 Tenants liability<br><br>**Your** liability at law under covers 1-12 of the Buildings section of this policy, if **you** are legally liable under the terms of **your** tenancy agreement (not as owner, leaseholder or landlord), for damage to **your home**. | Damage by any cover listed in the Buildings section and which is specifically excluded under that cover.<br><br>Any amount exceeding the limit shown on **your** schedule. |
| 18 Tenants improvements<br><br>Damage, as provided under covers 1-12 of the Buildings section of this policy, to fixed tenants' improvements and fixed internal decorations in **your home.** | The **excess**.<br><br>Damage by any cover listed in the Buildings section and which is specifically excluded under that cover.<br><br>Any amount exceeding the limit shown on **your** schedule. |

| What is covered | What is not covered |
| --- | --- |
| 19 The cost of replacing food in a freezer in **your home**, that has been spoilt by an accidental change in temperature in **your** freezer. | The **excess**.<br><br>Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to **your home**.<br><br>Loss or damage while **your home** is **unoccupied**.<br><br>Any amount exceeding the limit shown on **your** schedule. |
| 20 If **your home** is uninhabitable as a result of damage to **your contents, we** will pay the additional cost of similar short-term accommodation for **your family** and also for any pets living with **you**. | Any costs **your family** would have to pay once **your home** becomes habitable again.<br><br>Any costs **you** agree to pay without **our** written permission.<br><br>The cost of alternative accommodation for anyone who is not a member of **your family**.<br><br>Any costs arising from loss or damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.<br><br>Any amount exceeding the limit shown on **your** schedule. |
| 21 **Accidental damage** or loss while a professional removal firm are moving **your contents** from **your home** directly to **your** new permanent **home** in the British Isles. | The **excess**.<br><br>Loss or damage by mechanical, electrical or electronic fault or breakdown.<br><br>Damage to china, glass, pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.<br><br>Loss or damage while **your contents** are in storage or being moved to or from storage.<br><br>Loss of **money**.<br><br>Any amount exceeding the limit shown on **your** schedule. |

| What is covered | What is not covered |
|---|---|
| 22 Loss of or damage to **your contents** while in the open on the land belonging to **your home** caused by: | The **excess**.<br><br>Any amount exceeding the limit shown on **your** schedule. |
| – Fire, lightning, explosion, earthquake or smoke. | Damage by smoke from air pollution. |
| – Storm or flood. | |
| – Oil escaping from a fixed storage container. | |
| – Riot, civil commotion. | |
| – Malicious acts or vandalism. | Loss or damage while **your home** is **unoccupied**.<br><br>Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**. |
| – Theft or attempted theft. | Loss or damage while **your home** is **unoccupied**.<br><br>Loss or damage when **your home** is lent, let or sub-let to anyone other than **your family**.<br><br>Loss or damage when **your home** is used to receive visitors or paying guests in connection with **your** business.<br><br>Loss of **money**. |
| – Falling trees or branches. | |
| – Falling aerials or satellite receiving equipment, their fittings or masts. | |
| – Impact involving vehicles, aircraft or anything dropped from them, or animals. | Loss or damage by pets. |

| What is covered | What is not covered |
|---|---|
| 23 Loss of or damage to **your contents** within the British Isles while they are moved temporarily away from **your home** to a **building** or residence where **your family** is living, working or studying at university, college or school, or to other premises caused by: | The **excess**.<br><br>Any amount exceeding the limit shown on **your** schedule. |
| – Fire, lightning, explosion, earthquake or smoke. | Damage by smoke from air pollution. |
| – Storm or flood. | |
| – Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system. | Loss or damage if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there. |
| – Riot, civil commotion. | |
| – Malicious acts or vandalism. | Loss or damage if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there. |
| – Theft or attempted theft using force and violence to get into or out of the premises where **your contents** are temporarily kept. | Loss or damage if the premises where **your contents** are temporarily kept are left for more than 60 days in a row without any person residing, living or working there. |
| – Falling trees or branches. | |
| – Falling aerials or satellite receiving equipment, their fittings or masts. | |
| – Impact involving vehicles, aircraft or anything dropped from them, or animals. | Loss or damage by pets. |
| 24 Electronic data downloads<br>The cost of replacing non-recoverable music, film or electronic data purchased and legally downloaded by **your family** from a legitimate website following loss or damage to **contents** by covers 1-12 of the Contents Section plus cover 25 (if selected). | The cost of remaking or recreating any non-recoverable music, film or electronic data.<br><br>Any data not commercially available at the time of loss.<br><br>Any amount exceeding the limit shown on **your schedule**. |

| What is covered | What is not covered |
| --- | --- |
| The following additional cover is also provided for **your contents** but only if **your** schedule states '**Accidental damage** included'. | |
| 25 **Accidental damage** to **your contents** while in **your home**, and in the open on the land belonging to **your home**. | The **excess**.<br><br>Damage to clothing.<br><br>Deterioration of food.<br><br>Damage while **your home** is **unoccupied**.<br><br>Damage when **your home** is lent, let or sub-let to anyone other than **your family**.<br><br>Damage by water entering **your home** other than by storm or flood.<br><br>Damage by mechanical, electrical or electronic fault or breakdown.<br><br>Damage by any cover listed elsewhere in the Contents section and which is specifically excluded under that cover.<br><br>For **contents** in the open, any amount exceeding the limit shown on **your** schedule. |

## How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 6). **You** should also read the Claims conditions and Policy exclusions on pages 14 to 17.

## How we settle claims for contents

1 a. Where the damage can be economically repaired **we** will pay the cost of repair

b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.

c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.

d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

2 **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or suite, or which have a common design or use such as suites of furniture and carpets which are only damaged in one area, when the loss or damage relates to a specific part or part of an item or to a clearly defined area.

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

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

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

6 The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your contents** as new but not more than the sum insured or any limits shown on **your** schedule.

## Legal liability

As well as insuring **your contents**, **we** also provide the following cover.

### What is covered

26 The legal liability of **your family**:

- as occupier of **your home** and its land;
- as individuals;
- as an employer to any of **your family's** domestic employees;

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

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

The most **we** will pay is the limit shown on **your** schedule plus defence costs agreed by **us** in writing.

### What is not covered

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

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

Liability arising from any employment, trade, profession or business of any of **your family**.

Liability arising from any of **your family** passing on any disease or virus.

Liability arising from the ownership or use of:
- any motor vehicle, including children's vehicles (other than garden machinery or **wheelchairs**), whether licensed for road use or not;
- any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models);
- gliders, hang-gliders, caravans or trailers.

Liability accepted by any of **your family** under any agreement, unless the liability would exist without the agreement.

Liability arising from any of **your family** owning land or buildings.

Liability covered by any other policy.

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

Liability arising from The Party Wall etc. Act 1996.

# Personal Belongings, Money and Credit Cards

This part of **your** policy sets out the cover **we** provide for **your personal belongings**, **money** and **credit cards** in or away from **your home**, unless **your** schedule states 'Not insured under this policy'.

## What is covered

### Personal belongings

Loss or damage to **personal belongings** and personal documents in the British Isles and temporarily elsewhere while in the possession of any of **your family.**

## What is not covered

The **excess**.

Loss or damage by mechanical, electrical or electronic breakdown, delay, confiscation or detention by customs or other official bodies.

Loss or damage caused by water entering **your home** other than by storm or flood.

Theft from motor vehicles unless at the time of the loss or damage:
- someone aged 16 or over was in the motor vehicle; or
- the motor vehicle was securely locked; and
- force and violence were used to get into the motor vehicle; and
- the items stolen were out of sight in a locked luggage boot, luggage or glove compartment.

The most **we** will pay for theft from an unattended motor vehicle is the unattended motor vehicle limit shown on **your** schedule.

Loss or damage in **your home** when **your home** is **unoccupied**.

Loss or damage in **your home** by theft, malicious acts or vandalism when **your home** is:
- lent, let or sub-let to anyone other than **your family**;
- used to receive visitors or paying guests in connection with any business;

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

Loss by deception unless the only deception is someone tricking their way into **your home**.

## What is covered

### Money

Loss of **money** in the British Isles and temporarily elsewhere while in the possession of any of **your family**.

### Credit Cards

Cover for losses where **your** card provider charges **you** up to a maximum of £50 for each claim for every card, resulting from unauthorised transactions arising from the use of a lost or stolen **credit card**.

Do not forget to inform the police and the bank or **credit card** provider as soon as possible in the event of a loss.

## What is not covered

Loss or damage caused by theft or attempted theft from any unlocked hotel room.

Loss or damage after **your personal belongings** or personal documents have been outside the British Isles for a total of more than 60 days in any **insurance period**.

The most **we** will pay for **personal belongings** and personal documents that have been taken outside the British Isles is the sum insured shown on **your** schedule, but not exceeding the overseas limit shown on **your** schedule. The overseas limit does not apply to personal belongings specified on **your** schedule.

Loss or damage to any pedal cycle left unattended in a public place unless the pedal cycle is locked to an object that cannot be moved.

The **excess.**

Theft from motor vehicles unless at the time of the loss or damage someone aged 16 or over was in the motor vehicle.

Loss from **your home** when **your home** is **unoccupied**.

Loss in **your home**, by theft, malicious acts or vandalism when **your home** is:
- lent, let or sub-let to anyone other than **your family**;
- used to receive visitors or paying guests in connection with any business;

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

Loss by deception unless the only deception is someone tricking their way into **your home**.

What is covered

What is not covered

Loss of **money** when **you** have been outside the British Isles for a total of more than 60 days in any **insurance period.**

Confiscation or detention by customs or other official bodies.

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

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

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

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

There is no **excess** payable for **credit cards**.

In most cases, **you** will only be liable for the first £50 per **credit card**.

## How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 6). **You** should also read the Claims conditions and Policy exclusions on pages 14 to 17.

## How we settle claims for personal belongings

1 a. Where the damage can be economically repaired **we** will pay the cost of repair

b. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality.

c. Where **we** are unable economically to repair or to replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value.

d. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

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

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

4 The most **we** will pay for any one claim is the amount it will cost **us** to replace all **your personal belongings** and personal documents as new but not more than the sum insured or any limits shown on **your** schedule.

## How we settle claims for money and credit cards

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

2 The most **we** will pay for any one claim for **money** and/or **credit cards** is the sum insured shown on your schedule.

## Inflation protection

The sums insured and the limits shown on **your** schedule for **personal belongings** will be adjusted in line with a recognised index.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the new sums insured and the limits shown on **your** schedule.

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

# Legal Expenses

The words with special meaning which apply to this section are listed on pages 46 and 47. **You** should look at these.

This part of the policy explains the cover **we** provide for **legal expenses** up to the amount shown in **your** schedule for **any one claim** unless **your** schedule states 'Not insured under this policy'.

This section of **your** policy provides **you** with access to a wide range of effective solutions, including professional mediation, that are designed to address **your** individual circumstances.

### The cover at a glance

- Personal injury
- Consumer protection
- Residential
- Employment
- Tax

### If you need legal advice

If **you** or **your family** need legal advice on any personal or domestic matter or are unsure of the best way forward, just call **our** free legal helpline on the number shown on **your** schedule for expert advice and guidance at any time of the day or night.

### If you think you might have a claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible in writing by filling in a claim form that can be obtained from **Cigna Legal Protection**, Chancery House, St Nicholas Way, Sutton , Surrey, SM1 1JB.

## Words with special meanings

Words used in this section of the policy that have special meanings are shown below, each word is listed and its meaning explained. These words have the meanings shown wherever they appear in this section.

There are other words with special meanings listed on pages 9 to 11 and **you** should also look at these.

| Word | Meaning |
|---|---|
| Any one claim | All **legal proceedings**, including appeals, arising from or relating to the same original cause or event. |
| Arbitration | A meeting held in private to settle a dispute about the policy. This is less formal than a court hearing. |
| Court | A **court** or other appropriate authority. |
| Disbursements | **Money** that **your** solicitor has spent on **your** behalf in dealing with **your** case. These amounts are different from **your** solicitor's own fees and will be shown as a separate item on **your** solicitor's bill. |
| Expert Witness | A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in **court**. |
| Cigna | Cigna, a third party provider approved by Royal & Sun Alliance Insurance Limited, which handles claims on behalf of the insurer.<br>**You** can contact Cigna Legal Protection on:<br>Telephone: 0330 1006478 |
| Full enquiry | Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of **your** tax affairs in detail. |
| Goods | Items **you** own or for which **you** are legally responsible, except motorised vehicles or parts of them, land, **buildings**, or items used for business purposes. |
| Household | **You, your** husband, wife, **partner**, children, parents and relatives who all normally live with **you** at **your home**. |
| Insurer | Royal & Sun Alliance Insurance Limited. |

| Word | Meaning |
|---|---|
| Legal expenses | **Your representative's** fees, costs and **disbursements** which we have agreed or the costs of any other people involved in the **legal proceedings** if **you** have to pay those costs. This includes costs following an 'out-of-court' settlement to which **we** have agreed. This does not include any damages, fines or penalties **you** have to pay. Anything more than is allowed on the **standard basis** must be paid by **you**. |
| Legal proceedings | Legal action in a civil **court** to protect **your** rights in a dispute. |
| Partner | A person **you** have a continuous relationship with who lives with **you** at **your home.** |
| Representative | The solicitor or other suitably-qualified person appointed to act for **you**. |
| Standard Basis | The basis for charging costs:<br>a in England and Wales under Civil Procedure Rules rule 44.4; or<br>b in Scotland under Chapter II (in Ordinary Proceedings) or Chapter IV (in Summary Cause Proceedings) of the Act of Sederunt (Fees of Solicitors in the Sheriff Court) (Amendment and Further Provisions) 1993. |
| Territorial limits | Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and Islands in the Mediterranean. |
| We, us, our | Cigna Legal Protection, a trading style of Cigna Insurance Services (Europe) Limited, a third party provider approved by Royal & Sun Alliance Insurance Limited, which handles claims on behalf of the insurer.<br>**You** can contact **us** at: Cigna Legal Protection, Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB. |
| You, your | The person named as **policyholder** on **your** schedule and members of **your household**. |

The cause of the action must happen within the **territorial limits** and during the **insurance period**. The **legal proceedings** must be taken or defended in the **territorial limits**.

**You** must have told **us** about the claim within six months of the cause of action arising. **We** must have given **our** agreement to support **your** claim.

| What is covered | What is not covered |
|---|---|
| A Personal injury | |
| The cost of **you** taking **legal proceedings** against another person or organisation as a result of an event which causes **your** death, or bodily injury. | Anything that is excluded on pages 52 and 53 of this policy.<br><br>Any illness or injury which happens gradually or is not caused by a sudden or specific accident.<br><br>Any illness or injury which arises from or relates to the actual or alleged negligence or recklessness of a medical practitioner.<br><br>Defending civil **legal proceedings** that are connected with:<br><br>- death, disease or illness of or bodily injury to anyone; or<br><br>- loss or destruction of, or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).<br><br>Any claim to do with **your** use of a motor vehicle, its parts or accessories (except a claim against another person or organisation for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle).<br><br>Any claim where the amount in dispute is less than £250. |

| What is covered | What is not covered |
|---|---|
| **B Consumer Protection** | |
| 1 The cost of **you** taking **legal proceedings** against another person or organisation as a result of:<br>a a dispute over a contract for buying, selling or renting **goods** or services;<br>b a person or organisation breaking the requirements of Part II, Section 13 of the Data Protection Act 1998; and where breaking those requirements results in **you** losing **money**. | Anything that is excluded on pages 52 and 53 of this policy.<br>Any dispute over a contract that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.<br>Any matter connected with a moneymaking activity.<br>Anything to do with building, converting, extending, altering, renovating or demolishing **your home**.<br>Any dispute connected with letting, sub-letting, or allowing another person to live in **your home**.<br>Anything to do with a motor vehicle, its parts or accessories.<br>Any claim where the amount in dispute is less than £250.<br>Any matter connected with any freehold or leasehold property, which **you** own and is not **your** permanent residence. |
| 2 The cost of defending a legal action brought against **you** as a result of a dispute over a contract for buying, selling or renting **goods** or services. | |
| **C Residential** | |
| 1 The cost of **you** taking **legal proceedings** against another person or organisation as a result of:<br>a a person or organisation interfering with **your** legal rights relating to **your home**. (**You** must be legally entitled to live in **your home**);<br>b a dispute over a contract in **your** name to buy or sell **your home** or former home or to rent **your home** as a tenant; or<br>c an event which causes loss of or damage to **your home**. | Anything that is excluded on pages 52 and 53 of this policy.<br>An event that happens less than 90 days after the insurance first started.<br>Any **legal proceedings** over loss or damage covered under a more specific insurance policy.<br>Anything to do with building, converting, extending, altering, renovating or demolishing **your home**.<br>Any dispute about letting, sub-letting or allowing another person to live in **your home**. |

| What is covered | What is not covered |
|---|---|
| 2 The cost of defending legal action brought against **you** as a result of:<br><br>a **you** allegedly interfering with another person's legal rights in connection with **you** owning or living in **your home**. (**You** must be legally entitled to live in **your home**.)<br><br>b a dispute over a contract in **your** name to buy or sell **your home** or former home or to rent **your home** as a tenant. | **Legal proceedings** between **you** and a government department or a local authority, unless **you** could lose **money** if **your** case is not successful.<br><br>Any matter connected with a moneymaking activity.<br><br>Any matter connected with any freehold or leasehold property, which **you** own and is not **your** permanent residence.<br><br>Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands. |
| D Employment | |
| 1 The cost of **you** taking **legal proceedings** against **your** employer over **your** contract of employment. As soon as **you** knew of the dispute **you** must have taken and followed legal advice from **us**. | Anything that is excluded on pages 52 and 53 of this policy.<br><br>A dispute with **your** employer or legal action brought against **you** less than 90 days after the insurance first started.<br><br>Any matter connected with a moneymaking activity other than a dispute with **your** employer over **your** contract of employment. |
| 2 The cost of defending legal action brought against **you** in the **territorial limits** as a result of prosecution which results from **your** normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these. | Anything that is excluded on pages 52 and 53 of this policy.<br><br>Defending any motoring prosecutions.<br><br>Defending civil **legal proceedings** that are connected with **your** duties as a member of a profession or **your** duties as a director or officer of any company. |

## What is covered

### E Tax

The cost of **your representative** acting for **you** in a **full enquiry** by the Inland Revenue into **your** income and records to decide how much tax **you** have to pay under the following sections of the Taxes Act 1988.

1 Section 19, Schedule E of the Taxes Act 1988 on:

- **Your** wages or salary; and
- **Your** pension.

2 Section 18, Schedule D of the Taxes Act 1988 where it relates to income **you** have received on:

- Investments in the UK;

and

- Investments overseas;

in securities listed on a recognised national or international stock exchange. This cannot be **your** main source of income.

## What is not covered

Anything that is excluded on pages 52 and 53 of this policy.

Any tax, interest or penalties **you** may have to pay to the Inland Revenue.

Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation.

Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the legal deadline.

An enquiry by the Inland Revenue which is only concerned with one or more specific areas of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.

Any change in an Inland Revenue investigation or enquiry when it becomes clear that they suspect serious fraud.

Any income **you** have earned as a self-employed person.

Any matter connected with a money-making activity (other than **your** contract of employment or a normal private investment) or personal liability including:

- **your** business, trade or profession;
- a personal venture for gain;
- a share in a partnership or a joint venture for gain;
- an investment which is not listed on a recognised national or international stock exchange; or
- a personal guarantee or indemnity.

What is covered

What is not covered

Any **money** which the **insurer** has already paid if **you** later withdraw, without **our** agreement, from the defence of a **full enquiry** by the Inland Revenue.

Any **money** which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the Inland Revenue.

Any matter connected with any freehold or leasehold property, which **you** own and is not **your** permanent residence.

Exclusions applying to the Legal expenses section.

The exclusions below apply to all the cover which the **insurer** provides under this **Legal expenses** section. **You** should also refer to the specific exclusions shown under each part of the **Legal expenses** section on pages 48 to 52 and to the general policy exclusions shown on pages 16 and 17 of this policy.

What is not covered.

1 Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.

2 Any event, dispute or cause of action that first happened or started before **you** took out this insurance.

3 An event which **you** report to **us** more than six months after it happened.

4 **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.

5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.

6 Any **legal expenses you** could claim under any other insurance.

7 Any **legal proceedings** over loss or damage covered under a specific insurance policy.

8 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.

9 Defending **legal proceedings** that are connected with:

- death, disease or illness of or bodily injury to anyone;
- **your** duties as a member of a profession or **your** duties as a director or officer of any company;
- the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.)

10 Any application for judicial review.

11 Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)

12 Any **legal proceedings** between **you** and **your** husband, wife or **partner** or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.

13 Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.

14 Any dispute with **us** or the **insurer** that is not dealt with under the **arbitration** condition on this page.

## Policy conditions

**You** will need to meet the policy conditions set out in the 'Conditions and Exclusions' on pages 12 to 17 as these conditions apply to the whole policy. In addition, for this section **you** must also meet the following conditions.

### 1 Preventing legal proceedings

**You** must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible. The legal helpline is available 24 hours a day 7 days a week, to provide **you** with advice concerning **your** problem.

### 2 Arbitration

If there is a dispute between **you** and **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the **arbitration** will pay all the costs of the **arbitration**. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover these costs.

## Claims conditions

**You** will need to meet the claims conditions set out in the 'Conditions and Exclusions' on pages 12 to 17 as these conditions apply to the whole policy. In addition, for this section **you** must also meet the following conditions.

### 1 Telling us about the claim

If anything happens which might lead to a **legal expenses** claim, **you** must tell **us** as soon as possible by filling in a claim form. **You** must tell **us** fully and truthfully in writing all the details about **your** claim and give **us** all the information that **we** may need. Until **you** have told **us** about the claim and **we** have given **our** written agreement, the **insurer** will not be responsible for any **legal expenses**. The **insurer** will not cover **legal expenses** involved in **your representatives** handling the claim before the date when **we** gave **our** written agreement. **You** must have told **us** about the claim within six months of the cause of action arising.

### 2 Giving our agreement

**We** will agree if all of the following apply:

- **we** think **you** have a reasonable chance of winning **your** case and achieving a reasonable outcome.
- the **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period.**
- the **legal proceedings** will be dealt with by a **court** within the **territorial limits**.
- **you** have kept to the terms and conditions of the policy and none of the exclusions listed on pages 52 and 53 apply.

In circumstances where **we** have chosen a **representative** to act on **your** behalf **we** will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this policy.

Where **you** have chosen **your** own representative any **legal expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the policy.

The decision to grant consent will take into account the advice of **your representative** as well as that of **our** own advisers. **We** may require, at **your** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted **your** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If, during the claim, **we** think that there is no longer a reasonable chance of **your** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your** claim, **we** will tell **you** why.

If **you** decide to commence or continue **legal proceedings** for which **we** have denied support under this Claims Settlement Condition and are successful, **we** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

3 Choosing a representative

In the period before **Court** papers need to be issued (or have been received) **we** may refer **your** case to a suitably qualified **representative** to act on **your** behalf.

At the point where **Court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**.

**You** will need to satisfy **us** that **your representative** has the appropriate experience and skills to handle **your** claim.

Where **we** agree to the appointment of a **representative** of **your** choice **you** must confirm that **your representative** will not charge more than a **representative** chosen or suggested by **us**, or that **you** will pay any difference between **your** chosen **representative's** fees and those of a **representative** chosen or suggested by **us**. **We** will not pay **your** choice of **representative** more than **we** would pay our own choice of **representative**.

In selecting the **representative you** shall have a duty to minimise the cost of l**egal proceedings**. If **your** choice of **representative** has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. Any **representative you** choose is appointed to act for **you**.

If **we** and **you** cannot agree whether **court** papers need to be issued or the choice of **representative**, **you** can take the matter to an independent arbitrator. This process is set out on page 53.

4 Rights and responsibilities

**You** must tell **us** if an offer is made to settle the dispute. **You** must not negotiate or agree to settle the dispute without getting **our** agreement beforehand. If **you** do not accept a reasonable offer to settle the dispute, **we** may not continue to support **your** claim.

**You** must send **us** all bills for the r**epresentative's legal expenses** as soon as **you** receive them. **You** must confirm to **us** that any charges **you** have to pay for the **representative** handling this dispute are acceptable and that **we** may pay the bill for **you**.

**You** and **your representative** must take every step to recover **legal expenses**. **You** must pay any recovered **legal expenses** to **your representative** who must then refund any **legal expenses** which the **insurer** has paid or has been asked to pay.

If the **insurer** pays **legal expenses** up to the policy limit and **you** pay more **legal expenses** to end **your** case, the **insurer** and **you** will share any **legal expenses** that are recovered.

The **insurer** and **you** will each receive the same percentage as originally paid.

## 5 Information your representative will need from you

**You** must give **your representative** all the information and help he or she may need.

This will include a truthful account of the facts of **your** case and any paperwork to do with **your** case. **You** owe the same obligations to **us** as to **your representative**.

## 6 What you and your representative must do for us

**We** must be able to contact **your representative**. **You** and **your representative** must co-operate and tell **us** about developments to do with **your** case. If **we** ask for this, **we** must be able to have access to **your representative's** files. This includes the truthful account of the facts of **your** case and any paperwork **you** have supplied to **your representative**.

If **your representative** wants to consult a barrister or **expert witness, we** will agree if **we** think it is reasonable. **You** must give **us** the name of the barrister or **expert witness**, and the reasons why **you** need one.

## 7 Appealing against a court's decision

If **you** want to appeal against a **court's** decision, **you** must give **us your** reasons for bringing the appeal. **We** will give **you our** agreement if all of the following apply:

- **You** tell **us** that **you** want to appeal as soon as **your** right of appeal arises. This is because strict time limits may apply.

- The appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims condition 2 on pages 54 to 55.

- **Your** appeal meets the requirements of claims condition 2 in the same way as **your** initial claim for **legal expenses**.

## 8 What action we may take

**We** may take over, in **your** name, all legal action in any of the following circumstances:

- If the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the small claims **court**.

- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative.**

- If **you** do not give proper instructions to **your representative** or barrister in time.

- If **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the **court** to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If **you** withdraw from defending a **full enquiry** by the Inland Revenue without **our** agreement, **we** will be entitled to recover from **you** any amounts the **insurer** paid during the defence.

# No claim discount

This part of the policy explains how No claim discount works.

If no incident occurs during the **insurance period** which results in a claim under the Buildings, Contents or Personal belongings, Money and Credit Cards sections, **your** No claim discount will increase in line with **our** scale at the renewal of the policy.

For each incident that occurs during the **insurance period** which results in a claim under the Buildings, Contents or Personal belongings, Money and Credit Cards sections, **your** No claim discount may reduce in line with **our** scale at the renewal of the policy.

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

# Customer Privacy Notice

Your privacy is important to us and we are committed to keeping it protected. We have created this Customer Privacy Notice which will explain how we use the information we collect about you and how you can exercise your data protection rights. This Privacy Notice will help you understand the following:

**Who are we?**
We are Royal & Sun Alliance Insurance Limited (RSA), we provide commercial and consumer insurance products and services under a number of brands. We also provide insurance services in partnership with Cavere Insurance.

**Why do we collect and use your personal information?**
As an insurer, we need your personal information to understand the level of insurance cover you require. We'll use this information (e.g. your name, address, telephone number and email address) to communicate with you about this contract of insurance.

We need to use your information to create a quote for you, allowing you to buy insurance products from us. When buying a product from us, you'll also need to provide us with details about the items you wish to be covered by the insurance (e.g. your home).

We may need to check information you have submitted with external companies/organisations (e.g. credit reference agencies and criminal conviction checks).

Once you become a customer, we'll need to take your payment details to set up your cover. This could be direct debit, credit or debit card information. To service your policy, we might contact you via our website, emails, telephone calls or post. When using these services we might record additional information, such as passwords, online identifiers and call recordings.

If you need to claim against your insurance policy, we will need to collect information about the incident and this may be shared with other selected companies to help process the claim. If other people are involved in the incident, we may also need to collect additional information about them which can include special categories of personal data (e.g. injury and health data).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Privacy Notice.

To use your personal information, we will rely on one or more of the following grounds:

- **Performance of contract**: We need to use your personal information in order to provide you with the policy (which is a contract of insurance between you and us), and perform our obligations under it (such as making payments to you in respect of a claim made under the policy).
- **Consent**: In certain circumstances, we may need your consent unless authorised by law in order to use personal information about you which is classed as "special categories of personal data".
  For marketing, you will always be given a choice over the use of your data.
- **Necessity to establish, exercise or defend legal claim**: If you, or we, bring a legal claim (e.g. a court action) against the other, we may use your information in either establishing our position, or defending ourselves in relation to that legal claim.
- **Compliance with a legal obligation**: Where laws or regulations may require us to use your personal information in certain ways.
- **Legitimate Interests**: We will also process your personal information where this processing is in our "legitimate interests". When relying on this condition, we are required to carry out a balancing test of our interests in using your personal information (for example, carrying out market research), against the interests you have as a citizen and the rights you have under data protection laws. The outcome of this balancing test will determine whether we can use your personal information in the ways described in this Privacy Notice. We will always act reasonably and give full and proper consideration to your interests in carrying out this balancing test.

**Where else do we collect information about you?**

Where possible, we'll collect your personal information directly from you. However, on occasion we may receive details about you from other people or companies. For example, this might happen if:

- It was given to us by someone who applied for an insurance product on your behalf (e.g. an insurance broker, a family member) where you have given them the permission to do so; or
- It was supplied to us when you purchased an insurance product or service that is provided by us in partnership with other companies; or
- It was lawfully collected from other sources (e.g. Claims and Underwriting Exchange or fraud prevention databases) to validate the information you have provided to us.

We request those third parties to comply with data protection laws and to be transparent about any such disclosures. If you would like some further information, please contact us.

**Will we share your personal information with anyone else?**
We do not disclose your information outside of RSA except:
- Where we need to check the information you gave to us before we can offer you an insurance product (e.g. reference agencies);
- Where we are required or permitted to do so by law or relevant regulatory authority (e.g. financial crime screening, fraud detection/prevention);
- Where we provide insurance services in partnership with other companies (e.g. building societies, large retailers);
- In the event that we are bought or we sell any business or assets, in which case we will disclose your personal information to the prospective buyer of such business or assets;
- As required to enforce or apply this Privacy Notice, or the contract of insurance itself;
- Within our group for administrative purposes;
- As required in order to give effect to contractual arrangements we have in place with any insurance broker and/or intermediary through which you have arranged this policy;
- With healthcare providers in the context of any relevant claim being made against your policy;
- If we appoint a third party to process and settle claims under the policy on our behalf, in which case we will make your personal information available to them for the purposes of processing and settling such claims;
- With our third party service providers (including hosting/storage providers, research agencies, technology suppliers etc.);
- With our reinsurers (and brokers of reinsurers) in connection with the normal operation of our business;

Sometimes your personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain "transfer mechanisms" such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If you would like further information please contact us.

**Which decisions made about you will be automated?**
Before we can offer you an insurance product or service, we may need to conduct the following activities, which involve automated (computer based) decision-making:
- Pricing and Underwriting – this process calculates the insurance risks based on the information that you have supplied. This will be used to calculate the premium you will have to pay.
- Credit Referencing – using the information given, calculations are performed to evaluate your credit rating. This rating will help us to evaluate your ability to pay for the quoted products and services.
- Automated Claims – some small claims may qualify for automated processing, which will check the information you provide, resulting in a settlement or rejection of your claim.

The results of these automated decision-making processes may limit the products and services we can offer you. If you do not agree with the result, you have the right to request that we perform a manual reassessment using the same information that you originally provided. If you wish to do so please contact us.

**For how long will we keep your information?**
Your personal information will be retained under one or more of the following criteria:
- Where the personal information is used to provide you with the correct insurance cover, which will be kept as long as it is required to fulfil the conditions of the insurance contract.
- Where the use of your personal information for a specific purpose is based on your consent, it will be kept for as long as we continue to have your consent (e.g. we would stop contacting you for marketing purposes once you have asked us to).
- Where, for a limited period of time, we are using some of your information to improve the products or services we provide.
- For as long as your information is required to allow us to conduct fraud and/or criminal checks and investigations.

**Will you be contacted for marketing purposes?**
If you have agreed, we might contact you by post, email, phone and text message to let you know about offers and services we think you'll like. The messages may be personalised using information you have previously provided us.
You can ask us to stop contacting you for marketing purposes at any point.

We will only contact you for marketing purposes if we collected your information directly, except when authorised and instructed by the third-party acting on your behalf.

We may use the information which we collect about you to show you relevant advertising on third-party websites (e.g. Facebook, and Google). This could involve showing you an advertising message where through the use of cookies, we know you have browsed our products and services. If you don't want to be shown targeted advertising messages from us, you can change the advertising setting on some third-party sites and some browsers to block our adverts.

**Your information is incorrect what should you do?**
If you hold a product or service with us and think that the information we hold about you is incorrect or incomplete, please contact us and we will be happy to update it for you.

**What are your rights over the information that is held by RSA?**

We understand that your personal information is important to you, therefore you may request the following from us to:

1. Provide you with details about the personal information we hold about you, as well as a copy of the information itself in a commonly used format. [Request Ref: DSR 1]
2. Request your personal information be deleted where you believe it is no longer required. Please note however, we may not be able to comply with this request in full where, for example, you are still insured with us and the information is required to fulfil the conditions of the insurance contract. [Request Ref: DSR 2]
3. Request the electronic version of the personal information you have supplied to us, so it can be provided to another company. We would provide the information in a commonly used electronic format. [Request Ref: DSR 3]
4. Request to restrict the use of your information by us, under the following circumstances [Request Ref: DSR 4]:
   a. If you believe that the information we hold about you is inaccurate, or;
   b. If you believe that our processing activities are unlawful and you do not want your information to be deleted.
   c. Where we no longer need to use your information for the purposes set out in this Privacy Notice, but it is required for the establishment, exercise or defence of a legal claim.
   d. Where you have made an objection to us (in accordance with section 5 below), pending the outcome of any assessment we make regarding your objection.
5. Object to the processing of your data under the following circumstances [Request Ref: DSR 5]:
   a. Where we believe it is in the public interest to use your information in a particular way, but you disagree.
   b. Where we have told you we are using your data for our legitimate business interests and you believe we shouldn't be (e.g. you were in the background of a promotional video but you did not agree to be in it.) In each case under section 5 above, we will stop using your information unless we can reasonably demonstrate legitimate grounds for continuing to use it in the manner you are objecting to.

If you would like to request any of the above, please contact us and submit a written request, including the request reference (e.g. DSR 1), as this will speed up your request. To ensure that we do not disclose your personal information to someone who is not entitled to it, when you are making the request we may ask you to provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification.

All requests are free of charge, although for requests for the provision of personal information we hold about you (DSR1) we reserve the right to charge a reasonable administrative fee where, we believe an excessive number of requests are being made. Wherever possible, we will respond within one month from receipt of the request, but if we don't, we will notify you of anticipated timelines ahead of the one month deadline.

Please note that simply submitting a request doesn't necessarily mean we will be able to fulfil it in full on every occasion – we are sometimes bound by law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

### Our Privacy Notice

If you have any queries regarding our Privacy Notice please contact us and we will be happy to discuss any query with you. Our Privacy Notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

### How you can contact us about this Privacy Notice?

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com.

### How you can lodge a complaint?

If you wish to raise a complaint on how we have handled your personal information, please send an email to crt.halifax@uk.rsagroup.com or write to us using the address provided. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

If you are not satisfied with our response or believe we are not processing your personal information in compliance with UK Data Protection laws, you may lodge a complaint to the Information Commissioner's Office, whose contact details are;

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Cavere Limited is authorised and regulated by the Financial Conduct Authority and acts as an insurance intermediary in relation to Cavere Home Insurance

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