

# Your Policy Document

Home Insurance

Please read this booklet carefully to ensure that the cover provided by this policy meets your needs and expectations.

Policy Document PNL/PS/009

 **paymentshield**  
we've got it covered

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**Policy Document PNL/PS/009**



**This Policy Document is also available in Braille and Large Print**

## 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 4 to 7 'Policy Definitions'. Whenever a word with a special meaning is used it will be printed in bold type.

Your policy is made up of the policy wording and the policy documentation including your certificate, insurer schedule, statement of fact and statement of price.

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

The certificate shows the cover selected. Please keep your certificate with the policy wording. The insurer schedule shows details of your insurer, the statement of fact sets out the information you have told us and the statement of price explains your premium.

The Administrator will send you new Policy Documentation including your certificate, insurer schedule, Statement of Fact and Statement of Price, whenever you or we make a change to the insurance and each year before the renewal date, so you can check that the cover still meets your needs.

Once you have received your policy you will have 30 days to make sure the cover is exactly what you need. If it isn't, you can send back your documents and ask the Administrator to make any necessary changes. Alternatively, you can request cancellation of the policy and you will receive a full refund of premium, less any administration or cancellation charges, as long as no claim has been made.

Remember to keep your sums insured up to date.

If you have selected buildings insurance, you should make sure your sum insured remains adequate to rebuild your home 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 possessions insurance, your cover is for replacement as new. Remember to make sure your sums insured remains adequate to replace your contents if 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. You should make certain that these items are insured for the correct amount at all times.

If you have any questions please contact the Administrator.

## About your policy - Guidance when making a claim

### Claim notification

Conditions that apply to the policy in the event of a claim are set out in this policy wording. It is important that you 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 is reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in this 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;
- 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.

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, **we** offer repair or replacement through a preferred supplier but, on request, **we** agree to pay **you** 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 **policy** documentation including **certificate**, **insurer schedule**, statement of fact and **statement of price**, 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** wording:

- For those sections which are shown on **your certificate**;
- For the **period of insurance** set out on the same **certificate**.

**Your** part of the **contract** is:

- **You** must pay the premium as shown on **your statement of price** for each **period of insurance**;
- **You** must comply with all the terms and conditions set out in this **policy**.

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.

The **Administrator** will renew **your policy** and write to **you** 21 days prior to **your** renewal date to confirm **your** new price.

The **Administrator** may annually review **your policy** including **your** insurer and **your** renewal price and will write to **you** 21 days prior to **your** renewal date, confirming any change in **your** insurer or **policy** terms and conditions.

If **you** provide the **Administrator** with **your** consent, they may transfer **your policy** to a new insurer. They will write to **you** in advance with details of the new insurer and the offer of insurance. They will also explain how **you** can revoke **your** consent and remain with **your** existing insurer.

## Choice of Law

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.

**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.

This **policy** has been issued by the insurer specified in **your insurer schedule** in the **United Kingdom**.

## Use of Language

The language used in this **policy** and any communication relating to it will be English.

## Section A - Policy definitions

(For additional definitions applicable to Home Emergency Cover and Legal Expenses Cover see Section A(1) and A(2))

The special words we use in this policy wording are shown in **bold type** with their meanings alongside them.

Wherever these words appear in the **policy** wording they will always have these meanings.

<b>Accidental damage</b>	means visible damage which has not been caused on purpose or inevitably.
<b>Administrator</b>	means Paymentshield Limited.
<b>Buildings</b>	means <b>your home</b> , landlord's fixtures and fittings, patios, terraces, footpaths, swimming pools, tennis courts, drives, walls, fences and gates.
<b>Buildings Extra</b>	means an increased level of cover as detailed on <b>your certificate</b> .
<b>Business equipment</b>	means computers, keyboards, visual display units and printers, word processing equipment, desktop publishing units, multi user small business computers, fax machines, photocopiers, typewriters, computer aided design equipment, furniture, furnishings and telecommunications equipment.
<b>Certificate</b>	means the document the <b>administrator</b> will send <b>you</b> that details the cover <b>you</b> have selected under this <b>policy</b> .
<b>Contents</b>	means <b>household</b> goods and personal possessions including <b>Money</b> up to £250, which belong to <b>you</b> (or for which <b>you</b> are legally responsible) or belonging to <b>domestic staff</b> who live in <b>your home</b> . <b>Contents</b> does not include the following: <ul style="list-style-type: none"><li>• Motorised or mechanically propelled or assisted vehicles, including children's vehicles, whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), personal watercraft, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except removable entertainment equipment when left in the <b>home</b>);</li><li>• Pets and livestock;</li><li>• <b>Securities</b> and documents;</li><li>• Any items more specifically insured by any other insurance <b>policy</b>; or</li><li>• Any item used for <b>your</b> trade or profession except <b>business equipment</b>.</li></ul>
<b>Contents Extra</b>	means an increased level of cover as detailed on <b>your certificate</b> .
<b>Credit Cards</b>	means charge, credit and debit cards all issued in the <b>United Kingdom</b> belonging to <b>you</b> or any member of <b>your family</b> .
<b>Domestic staff</b>	means any staff employed under a contract of service by <b>you</b> or <b>your family</b> in connection with the ownership or occupation of <b>your home</b> , not being self employed or through an agency.
<b>Electronic Data Download</b>	means non recoverable electronic data, legally downloaded by <b>you</b> or <b>your family</b> from a legitimate website. <b>Electronic Data Downloads</b> does not include software.
<b>Excess</b>	means the first part of the claim which <b>you</b> have agreed to bear.
<b>Family</b>	means <b>your</b> partner and children (including foster children) and any other person permanently living with <b>you</b> , but excluding tenants.
<b>Garden</b>	means <b>your</b> trees, shrubs, plants, hedges and lawns on the land belonging to <b>your home</b> .
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.
<b>Home</b>	means <b>your</b> private dwelling in the <b>United Kingdom</b> as detailed on <b>your certificate</b> . This includes domestic outbuildings used in connection with the dwelling and any private garage or outbuilding within 100 metres of the dwelling used by <b>you</b> .
<b>Household</b>	means <b>your family</b> and <b>domestic staff</b> .
<b>Insurer Schedule</b>	means the document the <b>administrator</b> will send <b>you</b> that details the insurer <b>you</b> have selected under this <b>policy</b>
<b>Judgment debtor</b>	means any person legally liable to pay damages and costs to <b>you</b> or any of <b>your household</b> by virtue of a judgment of any court in the <b>United Kingdom</b> .

Landslip	Downward movement of sloping ground.
Money	means cash, currency notes, banknotes, <b>money</b> orders, cheques, postal orders, National Insurance stamps, savings stamps or certificates, premium bonds, travellers cheques, travel tickets, luncheon vouchers, gift tokens, phonecards, prepaid electricity and gas meter cards and any other <b>negotiable security</b> which belongs to <b>you</b> and is not used for business.
Negotiable Security	means a security that can be transferred or delivered to another person, such as stocks and shares.
Period of Insurance	means the period shown on <b>your certificate</b> and any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or agreed to accept <b>your premium</b> .
Personal possessions	means articles of personal use normally worn, used or carried by <b>you</b> or <b>your family</b> including clothing, baggage, jewellery, watches, spectacles, mobile phones, laptops, media players, pedal cycles, photographic and sports equipment. <b>Personal possessions</b> does not include the following: <ul style="list-style-type: none"> <li>• Motorised or mechanically propelled or assisted vehicles, including children's vehicles whether licensed for use on public roads or not (other than garden machinery and motorised or electric wheelchairs), personal watercraft, aircraft, gliders and hang gliders, caravans, trailers or any parts, keys or accessories for these items (except detachable car stereos);</li> <li>• Pets and livestock;</li> <li>• <b>Securities</b> and documents;</li> <li>• Any item more specifically insured by any other insurance <b>policy</b>; or</li> <li>• Any item used for <b>your</b> trade or profession except <b>business equipment</b>.</li> </ul>
Policy	means the statement of cover provided under document referenced PNL/PS/009.
Premium	means the amount <b>you</b> must pay for <b>your</b> cover under the <b>policy</b> .
Sanitary fittings	means wash basins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels but not including swimming pools.
Securities	means any document or <b>certificate</b> which is proof of <b>Money</b> owed to any of <b>your family</b> .
Settlement	Downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> within ten years of construction.
Statement of price	means the document the <b>administrator</b> will send <b>you</b> which confirms the <b>premiums</b> due under <b>your policy</b> .
Subsidence	Downward movement of the ground beneath the <b>buildings</b> other than by <b>settlement</b> .
Sum insured	means the most <b>we</b> can pay for any number of claims caused by one incident.
Underground services	means underground pipes, drains, cables (and their inspection covers) for which <b>you</b> are legally responsible.
United Kingdom	means England, Scotland, Wales and Northern Ireland.
Unoccupied	means when <b>your home</b> has not been lived in by <b>you</b> or any other person with <b>your</b> permission for more than 60 days in a row. Lived in means slept in frequently.
Valuables	means items composed of precious metal or precious stones, jewellery, watches, furs, curios and works of art, computer equipment, <b>Money</b> or portable electrical equipment other than televisions or radios.
You	means the person named on the <b>certificate</b> and their <b>family</b> .
Your	means belonging to <b>you</b> or for which <b>you</b> are legally responsible.
We/Our/Us	means the insurer specified in <b>your insurer schedule</b> .

## Section A(1) - Home Emergency Cover

The following defined terms are in addition to the policy definitions in Section A. If a defined term in the policy wording, a word in bold type, is not in the list of defined terms in this section, A(1) Home Emergency, then the definition in Section A – Policy definitions will apply.

<b>Approved Engineer or Engineer</b>	A qualified person approved and instructed by the helpline to undertake emergency work.
<b>Assistance</b>	The reasonable efforts made by the <b>approved engineer</b> during a visit to the <b>home</b> to complete a temporary repair to limit or prevent damage or if at similar expense the cost of completing a permanent repair in respect of the cover provided.
<b>Beyond Economic Repair</b>	In the opinion of <b>our</b> approved engineer the cost of repair is more than the cost of replacement. In the event <b>your</b> domestic boiler is declared beyond economic repair <b>we</b> will make a contribution of £500 towards replacing it.
<b>Call Out</b>	A request for <b>emergency assistance</b> from <b>you</b> , even if the request is then cancelled by <b>you</b> .
<b>Claim Limit</b>	£1,000 per claim for all sections excluding alternative accommodation costs.
<b>Commencement Date</b>	The start of the policy as shown in the schedule.
<b>Domestic Boiler</b>	The central heating boiler contained within and supplying <b>your home</b> that is powered by natural gas from the appliance isolating valve, including all manufacturers fitted components within the boiler together with the pump, motorised valves, thermostat, time, temperature and pressure controls. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr.
<b>Domestic Central Heating System</b>	The domestic boiler and the central heating system within <b>your home</b> that is powered by natural gas from the appliance isolating valve, including all manufacturer's fitted components within the domestic boiler together with the pump, motorised valves, cylinder thermostat, time temperature and pressure controls, radiator valves, pipe work, feed and expansion tank and primary fluing. <b>We</b> will not cover any boiler that has an output in excess of 60kW/hr.
<b>Emergency</b>	A sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the helpline:  a) render the <b>home</b> unsafe or insecure; or b) damage or cause further damage to the <b>home</b> ; or c) cause personal risk to <b>you</b> ; or d) cause a health and safety risk to others.
<b>Home</b>	<b>your</b> private dwelling in the <b>United Kingdom</b> as detailed on <b>your</b> certificate.
<b>Pests</b>	Wasps, hornets, rats and mice
<b>Property</b>	<b>Buildings</b> occupied by <b>you</b> solely for domestic residential purposes, and which are declared on the <b>certificate</b>
<b>Territorial Limits</b>	The <b>United Kingdom</b>
<b>We, Us, Our</b>	The Home Emergency insurer specified in <b>your insurer schedule</b> .

## Section A(2) - Legal Expenses Cover

The following defined terms are in addition to the policy definitions in Section A. If a defined term in the policy wording, a word in bold type, is not in the list of defined terms in this section, A(2) Legal Expenses, then the definition in Section A – Policy definitions will apply.

<b>Appointed representative(s)</b>	The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by <b>us</b> to act on <b>your</b> behalf. Please refer to panel and non-panel solicitor definitions below.
<b>Civil proceedings</b>	Civil court, civil tribunal or civil arbitration proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.
<b>Damage</b>	Loss, destruction or damage to insured property.
<b>Disbursements</b>	Any sum spent by an appointed representative on <b>your</b> behalf in respect of services supplied by a third party. Disbursements may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.
<b>Date of Event</b>	The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.
<b>Injury</b>	<b>Your</b> bodily injury or death, or any disease, illness or shock suffered by <b>you</b> .
<b>Legal costs</b>	Professional legal fees that <b>you</b> are bound to pay, including reasonable fees or expenses incurred by the <b>appointed representative</b> whilst acting for <b>you</b> in the pursuit of <b>civil proceedings</b> . This also includes <b>disbursements</b> ; however these <b>disbursements</b> must be in respect of services provided by a third party, received by <b>you</b> , distinct from the services supplied by the <b>appointed representative</b> . Legal costs will not be paid on an interim basis throughout a claim.
<b>Material Breach</b>	A breach which has resulted in, or if not rectified is likely to result in, <b>your</b> property being unsuitable for continued use.
<b>Non Panel Solicitor</b>	If <b>you</b> decide to appoint a representative of <b>your</b> own choosing, they will be referred to within this policy as a 'non-panel' solicitor.
<b>Panel Solicitor</b>	<b>We</b> work closely with an existing selection of solicitors that <b>we</b> can recommend to <b>you</b> in the event of a claim, to act on <b>your</b> behalf and provide assistance, for the purposes of this policy these will be referred to as <b>our</b> 'panel' solicitors
<b>Part 36 Offer</b>	Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim.  To be accepted, the offer must: <ul style="list-style-type: none"><li>• be in writing</li><li>• call itself a Part 36 Offer</li><li>• be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted</li><li>• specify covers the whole claim, part of it, or an issue that arises in it and, if so, which</li><li>• advise whether any counterclaim is factored in.</li></ul>
<b>Property</b>	<b>Your</b> permanent primary residence within the <b>territorial limits</b> .
<b>Reasonable prospects</b>	A 51% or greater chance that <b>you</b> will recover losses or damages (or obtain any other legal remedy that <b>we</b> have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in <b>your</b> pursuit of <b>civil proceedings</b> or criminal proceedings.



**Territorial limits**

Section 1 Personal Injury – Worldwide  
Section 2 Employment Disputes - United Kingdom

**We/our/us**

The Legal Expenses insurer specified in **your insurer schedule**.

**You/Your**

The person named on the **certificate**, being the individual for whom this insurance provides legal expenses protection. This cover extends to also include the following, who permanently reside with **you** at the property:

- a) **your** spouse or partner
- b) **your** parents or parents-in-law
- c) **your** children

In the unfortunate event of **your** death, the insurer will insure **your** personal legal representatives to pursue disputes covered under this policy arising from **your** death, provided that they keep to the terms and conditions of the policy

Upon payment of the premium, the insurer will provide **you** with legal expenses protection for the risks identified in the following sections, up to a limit of £100,000 for any one claim, provided that the legal action or criminal prosecution:

- i) relates to a cause, event or circumstance which occurs within the **territorial limits**
- ii) occurred during the period of insurance
- iii) has been notified to **us** as soon as reasonably possible after the **date of event**
- iv) can be dealt with by a court of competent jurisdiction within the **territorial limits**

In order for **us** to accept **your** claim, **we** must deem that there are reasonable prospects of success.

## Section B - Buildings cover

This section explains the details of your cover if you have selected the buildings section as shown on your certificate.

1.	What is covered:	What is NOT covered:
a)	<b>Buildings</b> Your buildings including fixtures, fittings, any part of the structure, ceilings and decorations, fixed glass including double glazing and <b>sanitary fittings</b> .	
b)	<b>Extra Costs</b> Extra costs necessary in restoring the damage by an insured cause to <b>your buildings</b> : <ul style="list-style-type: none"> <li>• To pay architects, surveyors and legal fees.</li> <li>• To clear debris, demolish <b>buildings</b> or make them safe.</li> <li>• To comply with government or local authority requirements.</li> </ul>	Fees for preparing any claim.  Any government or local authority requirements known by you before damage happens.
2.	What is covered:	What is NOT covered:
	<b>Damage to your buildings caused by the following:</b>	
a)	<b>Fire, smoke, explosion, lightning or earthquake.</b>	The <b>Buildings excess</b> shown on your certificate which you must pay.
b)	<b>Riots, civil commotion, labour and political disturbances or strikes.</b>	The <b>Buildings excess</b> shown on your certificate which you must pay.
c)	<b>Malicious damage or vandalism.</b>	The <b>Buildings excess</b> shown on your certificate which you must pay.  Loss or damage caused by anyone lawfully in or within the grounds of <b>your home</b> .  Loss or damage occurring after <b>your home</b> has been left unoccupied.
d)	<b>Storm or Flood</b>	The <b>Buildings excess</b> shown on your certificate which you must pay.  Loss or damage to fences, hedges and gates.  Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

e)	<p><b>Impact with your home</b> by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by pets.</p>
f)	<p><b>Subsidence or heave</b> of the site on which your home stands or land belonging to it or <b>landslip</b></p>	<p>The <b>subsidence, landslip or heave excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Damage caused by coastal or river erosion.</p> <p>Damage to or resulting from the movement of solid floors unless the foundations beneath the external walls of your home are damaged at the same time and by the same cause.</p> <p>Faulty workmanship, poor design or the use of defective materials or damage caused by any of them.</p> <p>Damage caused by normal shrinkage or <b>settlement</b>.</p> <p>Loss or damage caused by demolition or structural changes to your home.</p> <p>Damage to terraces, patios, tennis courts, outdoor swimming pools, drives, footpaths, walls, hedges, gates, fences, drains, septic tanks, pipes, cables and oil tanks unless your home is damaged at the same time and by the same cause.</p> <p>Damage by the action of any chemicals on or the reaction of chemicals with any materials which form part of the <b>buildings</b>.</p>
g)	<p><b>Escape of water</b> from, or the freezing of water in washing machines, dishwashers or any fixed domestic water or heating installation</p> <p><b>Escape of oil</b> from any fixed domestic oil heating installation</p>	<p>The <b>Escape of water/oil excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage occurring after your home has been left <b>unoccupied</b>.</p> <p>Damage to the fixed domestic water installation or pipework unless freezing has occurred.</p> <p>Any subsequent damage caused to the <b>buildings</b> in locating the escape of water.</p> <p>Events where cover is provided under Section B2 (f).</p>
h)	<p><b>Theft or attempted theft.</b></p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage occurring after your home has been left <b>unoccupied</b>.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p>

i)	<p><b>Emergency Services Damage</b></p> <p>Damage to <b>your home</b> including <b>gardens</b> caused by the attending Emergency Services following damage to <b>your home</b> from any event insured by Section 2a) - 2h)</p> <p>You can claim up to 10% of the <b>buildings</b> sum insured</p>	The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.
3. What is covered		What is NOT covered
This section also provides the following cover:		
a)	<p><b>Glass breakage</b></p> <p>Accidental breakage of glass, ceramic hobs or sanitary fittings fixed to and forming part of <b>your home</b></p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Breakage while <b>your home</b> is left <b>unoccupied</b>.</p> <p>The replacement cost of any part of the item other than the broken glass.</p>
b)	<p><b>Gardens</b></p> <p>Loss or damage to <b>your trees, shrubs, plants, hedges and lawns</b> on the land belonging to <b>your home</b> caused by:</p> <ul style="list-style-type: none"> <li>• fire, smoke, explosion, lightning or earthquake</li> <li>• riots, civil commotion, labour and political disturbances or strikes</li> <li>• malicious damage or vandalism</li> <li>• theft or attempted theft</li> <li>• impact by any aircraft or anything dropped from them or by any vehicle</li> </ul> <p>You can claim up to £2,000</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of <b>your home</b>.</p>
c)	<p><b>Sale of home</b></p> <p>If <b>you</b> have entered into a contract to sell <b>your home</b> and the purchaser has not insured the property before completion of the sale, the purchaser will have the benefit of this insurance up to the date of completion</p> <p>All terms and conditions shown in this <b>policy</b> wording apply to the contracting purchaser</p>	
d)	<p><b>Replacement of Locks</b></p> <p>We will pay for the replacement of the lock mechanism or at our option we will change the locks in the event of accidental loss or theft of the keys to the external doors of <b>your home</b> or to safes or alarms in the <b>home</b> or in the event of <b>Accidental damage</b> to the locks of the external doors to <b>your home</b></p> <p>You can claim up to £750</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p> <p>The cost of repairing mechanical breakdown.</p>

e)	<p><b>Trace &amp; Access</b> We will pay for the cost of removing and replacing any part of the <b>buildings</b> to find and repair the source of any water or oil escaping from tanks, pipes, equipment or fixed heating system in the <b>buildings</b></p> <p>You can claim up to £5,000</p>	The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.
f)	<p>If <b>your home</b> is made uninhabitable by any insured cause we will pay for:</p> <ul style="list-style-type: none"> <li>• Loss of any rents receivable or payable, including up to two years ground rent.</li> <li>• Additional accommodation expenses incurred by <b>your household</b> until <b>your home</b> is restored to normal living condition including costs for any pets living with <b>you</b>.</li> </ul> <p>We will cover up to 15% of the <b>buildings</b> sum insured shown on <b>your certificate</b></p>	
4.	<b>How much the buildings are insured for:</b>	
a)	The sum insured you have selected is shown on your <b>certificate</b> and is the most you can claim for any one loss	

## Section C - Accidental Damage to buildings

This section explains the details of your cover if you have selected the **Accidental damage** to buildings section as shown on your **certificate**

1.	What is covered:	What is NOT covered:
a)	<p><b>Accidental damage to buildings</b> including fixtures, fittings, any part of the structure, ceilings and decorations</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>External television receiving equipment</p> <p>Loss or damage if caused by a paying guest or tenant</p> <p>Loss or damage occurring after <b>your home</b> has been left unoccupied</p> <p>Loss or damage caused by pets</p> <p>Loss or damage caused by normal shrinkage or <b>settlement</b></p> <p>Loss or damage caused by demolition or structural changes to <b>your home</b></p> <p>The cost of routine maintenance</p> <p>Mechanical or electrical breakdown of any fixed domestic water installation</p> <p>Damage caused by failure of the <b>household</b> to follow any manufacturers instructions</p>

<p>b)</p>	<p><b>Accidental breakage to underground drains and pipes, and Accidental damage</b> to cables and underground tanks providing services to or from <b>your home</b> and for which <b>you</b> are legally responsible</p> <p>If following a blockage, normal methods of releasing a blockage between the main sewer and <b>your home</b> are unsuccessful, <b>we</b> will pay the cost of breaking into and repairing the pipe</p>	<p>The <b>Buildings excess</b> shown on your <b>certificate</b> which <b>you</b> must pay.</p> <p>Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life</p> <p>Damage by water escaping which results in <b>subsidence</b>, movement, <b>settlement</b> or shrinkage of any part of <b>your buildings</b> or of the land belonging to <b>your buildings</b></p> <p>Damage caused by sulphate reacting with any materials from which <b>your home</b> is built</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b></p> <p>Damage by a coast or riverbank being worn away</p>
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## Section D - Liability insurance included in your Buildings cover

This section explains the details of **your** liability cover if **you** have selected the **buildings** section as shown on **your certificate**

1.	What is covered:	What is NOT covered:
a)	<p><b>Property Owners Liability</b></p> <p><b>You</b> (or <b>your</b> personal representative in the event of <b>your</b> death) are insured against any legal liability for damages caused by <b>you</b> as owner of <b>your home</b> and its land arising from any single event occurring during the <b>period of insurance</b> which results in:</p> <ul style="list-style-type: none"> <li>• Accidental bodily injury (including death, disease and illness) to anyone not in <b>your household</b>.</li> <li>• <b>Accidental damage'</b> or loss to material property that is neither <b>yours</b> nor <b>your household's</b>.</li> <li>• <b>Accidental damage'</b> or loss to material property that is neither <b>yours</b> nor <b>your household's</b> arising under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975, for the <b>home</b> which is now insured under this <b>policy</b> and which <b>you</b> later sell and do not then own or occupy or insure, or by any other private <b>home</b> previously owned by <b>you</b> but not now owned by <b>you</b>.</li> </ul>	<p>Liability resulting from <b>your</b> trade, profession or business.</p> <p>An agreement made by <b>you</b> unless <b>you</b> would have been liable even if <b>you</b> had not made the agreement.</p> <p>Liability arising from <b>you</b> owning or using lifts or vehicles</p> <p>Any liability arising under the Defective Premises Act or the Defective Premises Act (Northern Ireland Order) more than seven years after the date of expiry or cancellation of this <b>policy</b>.</p>

	<p>We only pay for costs incurred with our written consent. The most we shall pay for a claim is £2,000,000.</p>	<p>Liability arising from any home disposed of by you after the date of expiry or cancellation of this policy.</p> <p>Any responsibility arising from any of your household owning any buildings or land other than your home and the land belonging to it.</p> <p>Any responsibility as an employer to anyone employed by any of your household in any trade, profession or business.</p> <p>Injury, death, disease or illness caused by any dog owned by any of your household or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</p> <p>Any agreement or contract which adds any responsibility which would not have existed otherwise.</p> <p>Damage, injury, death, illness or disease which occurs outside the period of insurance.</p> <p>Any defence costs and expenses incurred without our written consent.</p> <p>Any responsibility covered by any other policy.</p>
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## Buildings

### How we settle claims

If you wish to claim under this section of your policy please follow the steps detailed in 'How to claim' in Section Q. You should also read the Claims conditions and Policy exclusions in Section L & M.

### How we settle claims for buildings

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

At our option we will arrange for specialist investigations to be carried out.

We may take over and conduct in your name with complete and exclusive control, the defence or settlement of any claim.

If the repair or replacement is not carried out, we will pay the decrease in market value of your buildings due to the damage but not more than it would have cost us to repair the damage to your buildings if the repair work had been carried out without delay.

At our option we will make a cash settlement but we will not pay more than it would have cost us to repair the damage to your buildings if the repair work had been carried out without delay.

All building repairs carried out by our approved contractors 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. You must ensure that any **excess** applicable is paid before our preferred suppliers release goods or commence repairs.
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 in **your policy** or in **your certificate**.

**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, when the damage is restricted to a specific part or clearly defined area.

#### 5. Inflation Protection

The **buildings sum insured** shown on **your certificate** will be adjusted in line with a recognised index. Please note that if **we** selected **your sum insured** for **you**, the **sum insured** shown on **your certificate** will not be adjusted. This includes where **you** have selected **Buildings Extra** cover. For **your** protection, **we** will not reduce **your sum insured** or limits if the index moves down.

## Section E - Contents cover

This section explains the details of **your** cover if **you** have selected the **contents** section as shown on **your certificate**.

1.	What is covered:	What is NOT covered:
a)	<p><b>Your contents.</b></p> <p>Loss or damage to <b>contents</b> in <b>your home</b>.</p> <p>If specified on <b>your certificate</b>, the most <b>we</b> will pay for any individual item is £15,000. The most <b>you</b> can claim for any individual item is £5,000 unless the item is specified on <b>your certificate</b>.</p> <p>The most <b>we</b> will pay for Valuables is £15,000.</p> <p><b>You</b> can only claim up to £2,000 per item for jewellery, gold and silver articles, furs, clocks, watches, pictures, other works of art, sculptures and collections of stamps, medals or coins unless they are specified on <b>your certificate</b>.</p> <p><b>We</b> will require a receipt of original valuation for these items in the event of a claim.</p> <p><b>You</b> can claim up to £250 for spectacles.</p> <p><b>You</b> can only claim up to £1,000 for <b>contents</b> in the open within the grounds of <b>your home</b>.</p>	<p>Loss or damage if items are left in an unattended motor vehicle or caravan.</p> <p>Loss or damage caused by pets.</p>
b)	<p><b>Medals, coins and stamps</b> not forming part of a collection</p> <p><b>You</b> can only claim up to £250 in total.</p>	<p>Any items left in an unattended motor vehicle or caravan.</p>
c)	<p><b>Accidental damage to landlord's fixtures and fittings.</b></p> <p><b>You</b> must be a tenant and <b>You</b> can only claim up to 10% of the <b>contents</b> sum insured.</p>	<p>The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p>



2.	What is covered:	What is NOT covered:
Loss or damage to your contents in your home caused by the following:		
a)	Fire, smoke, explosion, lightning or earthquake.	The Contents excess shown on your certificate which you must pay.
b)	Riots, civil commotion, labour and political disturbances or strikes.	The Contents excess shown on your certificate which you must pay.
c)	Malicious damage or vandalism.	<p>The Contents excess shown on your certificate which you must pay.</p> <p>Loss or damage caused by anyone lawfully in or within the grounds of your home.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Loss or damage unless force and violence is used to get into or out of your home.</p>
d)	Storm or flood.	<p>The Contents excess shown on your certificate which you must pay.</p> <p>Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).</p>
e)	Impact with your home by any aircraft or other aerial device or anything dropped from them or by any vehicle, train, animal, falling tree or branch or any falling aerial, aerial fitting or mast.	<p>The Contents excess shown on your certificate which you must pay.</p> <p>Loss or damage caused by felling or lopping of trees and branches.</p> <p>Loss or damage caused by pets.</p>
f)	Subsidence or heave of the site on which your home stands or land belonging to it or landslip.	<p>The Contents excess shown on your certificate which you must pay.</p> <p>Damage caused by coastal or river erosion.</p> <p>Damage to or resulting from the movement of solid floor.</p> <p>Faulty workmanship.</p> <p>Damage caused by normal shrinkage or settlement.</p> <p>Loss or damage caused by demolition, repair or structural changes to your home.</p>
g)	<p>Escape of water from washing machines, dishwashers or any fixed domestic water or heating installation.</p> <p>Escape of oil from any fixed domestic oil heating installation.</p>	<p>The escape of water/oil excess shown on your certificate which you must pay.</p> <p>Loss or damage occurring after your home has been left unoccupied.</p> <p>Damage caused to the installation or appliance that brought about the escape of water.</p>

h)	<p><b>Theft or attempted theft.</b></p> <p>You can claim up to £3,000 for any one claim for items which are in the garage or any of the outbuildings belonging to <b>your home</b></p> <p>You can claim up to £500 for the unauthorised use of <b>Credit Cards</b> (you and <b>your family</b> must keep to the terms and conditions of <b>your card issuer</b>)</p> <p>You can claim up to £250 for <b>Money</b></p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage unless force and violence is used to get into or out of <b>your home</b>.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p> <p>Any <b>Money</b> or <b>Credit Cards</b> held in <b>your home</b> for business, trade or professional purposes</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of <b>your home</b>.</p>
3. What is covered:		What is NOT covered:
This section also provides the following cover:		
a)	<p>The cost of replacing <b>food</b> in a <b>freezer</b> in <b>your home</b>, that has been spoilt by an accidental change in temperature of <b>your freezer</b>.</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage recoverable under any other insurance.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p> <p>Loss or damage caused by a deliberate act of any public electricity supply authority.</p> <p>Loss or damage caused by <b>your own</b> or <b>your household's</b> wilful act of negligence or the continued use of damaged or faulty apparatus.</p>
b)	<p>Loss of or damage to visitor's <b>personal possessions</b> while in <b>your home</b> caused by events 2(a) to 2(h)</p> <p>You can claim up to £1,000 for any one claim</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p>
c)	<p>The cost of replacing the <b>title deeds</b> of <b>your home</b> following loss or damage caused by events 2(a) to 2(h) while they are in <b>your home</b> or in the offices of <b>your mortgage lender, bank or solicitor</b>.</p> <p>You can claim up to £2,500</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p>
d)	<p><b>Fatal accidents</b> as a direct result of a criminal assault or fire in <b>your home</b> resulting in the death of <b>you</b> or <b>your family</b> within 30 days of the fire or assault.</p> <p>You can claim up to £5,000 per individual.</p>	<p>Any injury which is inflicted by <b>you</b> or is the result of the wilful act of <b>your family</b>.</p> <p>Any death which is the result of suicide.</p>

e)	<p>Loss or damage to <b>contents</b> in the open within the grounds of <b>your home</b> caused by events 2(a) to 2 (h).</p> <p>You can claim up to £1,000 .</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p> <p>Loss of <b>Money</b> or <b>Credit Cards</b>.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage if items are left in a motor vehicle or caravan.</p> <p>Pedal Cycles.</p>
f)	<p>Loss or <b>Accidental damage'</b> to <b>your contents</b> while they are being moved by professional removers from <b>your home</b> directly to <b>your new permanent home</b> in the United Kingdom.</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Damage to china, glass or other brittle items unless they have been packed by professional packers.</p> <p>Loss or damage by mechanical, electrical or electronic fault or breakdown.</p> <p>Loss or damage while <b>your contents</b> are in storage or being moved from storage.</p> <p>Loss of <b>Money</b> or <b>Credit Cards</b>.</p>
g)	<p>Accidental breakage of mirrors, ceramic hobs in free standing cookers, or glass which forms part of <b>your furniture</b>.</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Breakage while <b>your home</b> has been left <b>unoccupied</b>.</p> <p>The replacement cost of any part of the item other than the broken glass.</p>
h)	<p><b>We will pay for the replacement of the lock</b> mechanism or at <b>our option we will change the locks</b> in the event of accidental loss or <b>theft of the keys</b> to the external doors of <b>your home</b> or to safes or alarms in the <b>home</b> or in the event of <b>Accidental damage'</b> to the locks of the external doors to <b>your home</b>.</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p> <p>Loss or damage by any process of repair or restoration.</p> <p>The cost of repairing mechanical breakdown.</p>
i)	<p>Accidental loss at <b>your home</b> of metered water or oil from the domestic water or heating system.</p> <p>You can claim up to £2,000 for loss of metered water.</p> <p>You can claim up to £1,500 for loss of oil</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p>
j)	<p>Loss or damage to <b>your shrubs and plants</b> on the land belonging to <b>your home</b> caused by:</p> <ul style="list-style-type: none"> <li>• fire, smoke, explosion, lightning or earthquake.</li> <li>• riots, civil commotion, labour and political disturbances or strikes</li> <li>• malicious damage or vandalism</li> <li>• theft or attempted theft</li> <li>• impact by any aircraft or anything dropped from them or by any vehicle.</li> </ul> <p>You can claim up to £1,500</p>	<p>The <b>Contents excess</b> shown on your <b>certificate</b> which you must pay.</p> <p>Damage by smoke from air pollution.</p> <p>Loss or damage occurring after <b>your home</b> has been left <b>unoccupied</b>.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of <b>your home</b>.</p>

k)	<p><b>Electronic Data Download</b></p> <p>The cost of replacing electronic data downloads following loss or damage to <b>your contents</b> by covers 2(a) to 2(h) or Section F 1(a) if shown on <b>your certificate</b>.</p> <p><b>You</b> can claim up to £2,000.</p>	<p>The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p> <p>The cost of remaking or recreating a disc, tape or film.</p> <p>Any data not commercially available at the time of the loss.</p> <p>Damage by any event listed in the <b>Contents Section</b> and which is specifically excluded under that event.</p>
l)	<p><b>Business Equipment</b></p> <p>This cover is only included if <b>you</b> or <b>your family</b> work from <b>home</b>.</p>	
m)	<p><b>Agreed accommodation expenses</b> including storage of property if <b>your home</b> is made uninhabitable by a cause shown in point 2, until <b>your home</b> is restored to normal living condition including agreed accommodation costs for any pets living with <b>you</b>.</p> <p>The most <b>we</b> will pay is £10,000 and only for the period necessary for reinstatement.</p>	
4. What is covered:		What is NOT covered:
a)	<p><b>Wedding or Civil Ceremony Gifts, Birthdays &amp; Religious Festivals</b></p> <p>For one month before and one month after the wedding, civil ceremony or birthday (for any of <b>your family</b>) or religious festival the sum insured for <b>Contents</b> is increased by £2,500.</p>	

5.	Where the contents are insured:	What is not covered:
a)	In the home	
b)	In the open on the land belonging to your home	<p><b>Contents</b> insured under another policy</p>
c)	<p><b>Contents</b> are covered following loss or damage by covers 2(a) to 2(h) anywhere in the <b>United Kingdom</b> when temporarily moved from <b>your home</b>, for up to 90 consecutive days, including into any bank, safe deposit box, occupied private dwelling or into any building where <b>you</b> are residing or carrying on business (other than while attending full-time education).</p> <p>Loss or damage to <b>your contents</b> by theft or attempted theft is limited to any occupied private home where <b>you</b> are working, any occupied private home where <b>you</b> are temporarily living, or any bank or safe deposit box.</p>	<p><b>Contents</b> removed for sale or exhibition, or to furniture depositories.</p> <p><b>Contents</b> removed because of the sale or letting of <b>your home</b>.</p> <p><b>Contents</b> during removal.</p> <p>Loss or damage by theft or attempted theft to <b>contents</b> removed from <b>your home</b>, unless force and violence is used to get into or out of the building.</p> <p><b>Money or Credit Cards.</b></p> <p>Loss or damage if items are left in a motor vehicle or caravan.</p>
d)	<p><b>Contents</b> are covered following loss or damage by covers 2(a) to 2(h) anywhere in the <b>United Kingdom</b> when moved from <b>your home</b> into any building where <b>you</b> are living while attending full-time education. The most <b>we</b> will pay is £5,000.</p>	<p>Pedal Cycles</p>
6.	How much the Contents are insured for:	What is not covered:
a)	<p>How much the <b>contents</b> are insured for:</p> <p>The sum insured <b>you</b> have selected for <b>your contents</b> is shown on <b>your policy certificate</b> and is the most <b>you</b> can claim for any one loss.</p> <p>If specified on <b>your certificate</b>, the most <b>we</b> will pay for any individual item is £15,000.</p> <p>The most <b>you</b> can claim for any individual item is £5,000 unless the item is specified on <b>your certificate</b>.</p> <p>The most <b>we</b> will pay for Valuables is £15,000.</p> <p><b>You</b> can only claim up to £2,000 per item for jewellery, gold and silver articles, furs, clocks, watches, pictures, other works of art, sculptures and collections of stamps, medals or coins unless they are specified in <b>your certificate</b>.</p> <p><b>We</b> will require a receipt or original valuation for these items in the event of a claim.</p> <p><b>You</b> can only claim up to £250 for spectacles.</p> <p><b>You</b> can only claim up to £1,000 for <b>contents</b> in the open within the grounds of <b>your home</b>.</p> <p><b>Money</b> is restricted to £250 and unauthorised use of <b>Credit Cards</b> is restricted to £500</p> <p>Please refer to any specific exclusions for any type of item or type of claim.</p>	

## Section F - Accidental Damage to contents cover

This section explains the details of your cover if you have selected the 'Accidental damage' to contents section as shown on your certificate.

1.	What is covered:	What is NOT covered:
	<p>a) <b>Accidental damage to your contents in your home and in the open within the grounds of your home</b></p> <p>If specified on your certificate, the most we will pay for any individual item is £15,000.</p> <p>The most you can claim for any individual item is £5,000 unless the item is specified on your certificate.</p> <p>The most we will pay for Valuables is £15,000.</p> <p>You can only claim up to £2,000 per item for jewellery, gold and silver articles, furs, clocks, watches, pictures, other works of art, sculptures and collections of stamps, medals or coins unless they are specified in your certificate.</p> <p>We will require a receipt or original valuation for these items in the event of a claim.</p> <p>You can only claim up to £250 for spectacles.</p> <p>You can only claim up to £1,000 for contents in the open within the grounds of your home.</p>	<p>The contents excess shown on your certificate which you must pay'</p> <p>Damage to sports equipment whilst in use.</p> <p>Damage to clothing, contact lenses and hearing aids.</p> <p>Deterioration of food.</p> <p><b>Money or Credit Cards.</b></p> <p>Damage by depreciation, wear and tear, insects, vermin, fungus, rot, corrosion, process of cleaning, dyeing, repair or restoration.</p> <p>Loss or damage after your home has been left unoccupied.</p> <p>Loss or damage caused by a paying guest or tenant.</p> <p>Loss or damage whilst your home is being lent or let to any person other than your family.</p> <p>Damage to pedal cycles.</p> <p>Damage to mobile phones.</p> <p>Motor vehicles and their accessories.</p> <p>Loss or damage caused by pets.</p> <p>Mechanical or electrical breakdown.</p> <p>Damage caused by failure of the household to follow any manufacturers instructions.</p> <p>Damage to Business equipment whilst in use.</p>

## Section G - Liability insurance included in your contents cover

This section explains the details of your liability cover if you have selected the contents section as shown on your certificate.

1.	What is covered:	What is NOT covered:
	<p>a) <b>Occupiers Liability</b></p> <p>You or your household (or your personal representatives in the event of your death) are insured against any legal liability for damages caused by you which results from an accident occurring within your home or its land and during the period of insurance and causing:</p> <ul style="list-style-type: none"> <li>• Accidental bodily injury (including death, disease and illness) to anyone not in your household.</li> <li>• 'Accidental damage' or loss to material property that is neither yours nor your household's.</li> </ul> <p>We only pay for costs incurred with our written consent.</p> <p>The most we shall pay for a claim is £2,000,000 resulting from one accident or a series of accidents from any one cause except where the claim is for accidental bodily injury (including death, disease or illness) to any of your domestic staff and arises out of and in the course of their employment in which event it is £10,000,000.</p>	<p>Liability resulting from your or your household's trade, profession or business.</p> <p>An agreement made by you or your household unless you or your household would have been liable even if you or your household had not made the agreement.</p> <p>Liability resulting from the ownership of your home.</p> <p>Liability resulting from your occupation or ownership of any other land or building.</p> <p>Liability resulting from the use or ownership of:</p> <ul style="list-style-type: none"> <li>• Mechanically powered vehicles, or trailers attached to such vehicles, except garden machinery.</li> </ul>

	<p>The action against <b>you</b> must be brought in a court in the United Kingdom.</p> <p>Provided <b>you</b> and <b>your family</b> are otherwise living permanently in the United Kingdom, the insurance under this section extends, in respect of them, to any injury, loss or damage occurring during a journey or temporary visit to any country in the world in which <b>you</b> or <b>your family</b> do not own premises.</p>	<ul style="list-style-type: none"> <li>• Powered hovercraft, watercraft and aircraft (unless they are models).</li> <li>• Animals of a dangerous species</li> <li>• Any horse for hunting, racing or polo.</li> <li>• Firearms, except airguns or sporting guns.</li> <li>• Lifts which <b>you</b> or anyone in <b>your household</b> own, control or are responsible for.</li> </ul> <p>Any responsibility as an employer to anyone employed by any of <b>your household</b> in any trade, profession or business (excluding <b>domestic staff</b>).</p> <p>Injury, death, disease or illness caused by any dog owned by any of <b>your household</b> or for which they are legally responsible if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.</p> <p>Damage, injury, death, illness or disease which occurs outside the <b>period of insurance</b>.</p> <p>Any defence costs and expenses incurred without <b>our</b> written consent.</p> <p>Any responsibility covered by any other <b>policy</b>.</p> <p>Any claim arising from any business liabilities.</p>
b)	<p><b>Legal liability for loss or damage to your home or the landlord's fixtures and fittings</b> caused by events in section E points 2(a), 2(d), 2(e), 2(g) and 2(h).</p> <p>This cover only applies if <b>you</b> are a tenant of <b>your home</b>.</p> <p><b>You</b> can claim up to 20% of the <b>contents</b> sum insured shown on <b>your certificate</b>.</p>	<p>The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p> <p>Loss or damage caused by frost, <b>landslip, subsidence</b> or <b>heave</b>, malicious damage, riots, civil commotion, labour and political disturbances or strikes.</p>
c)	<p><b>Legal liability for the cost of repairing accidental damage to underground services.</b></p> <p>This cover only applies if <b>you</b> are a tenant of <b>your home</b>.</p> <p><b>You</b> can claim up to 20% of the <b>contents</b> sum insured shown on <b>your certificate</b>.</p>	<p>The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p>
d)	<p><b>Legal liability to pay rent while your home</b> is being restored after being made uninhabitable by any of the risks in section E points 2(a) to 2(h).</p> <p>This cover only applies if <b>you</b> are a tenant of <b>your home</b>.</p> <p><b>You</b> can claim up to 20% of the <b>contents</b> sum insured shown on <b>your certificate</b>.</p> <p>If <b>you</b> claim under point 1(c) of this section at the same time, the most <b>we</b> will pay for the total claim is 20% of the <b>contents</b> sum insured shown on <b>your certificate</b>.</p>	<p>The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p>

<p>e)</p>	<p><b>You and your household</b> (or <b>your personal representatives</b> if <b>you die</b>) are insured against a <b>judgment debtor</b> failing to meet his full legal obligations resulting from bodily injury, or loss of, or damage to material property in such circumstances that if the <b>judgment debtor</b> had been insured under this section, he would have been entitled to claim from <b>us</b> the amount of his legal liability to <b>you</b> or anyone in <b>your household</b>.</p> <p><b>We</b> will pay outstanding damages and costs due to <b>you</b> or <b>your household</b>.</p> <p>Up to £1,000,000 for claims resulting from one accident or series of accidents from any one cause.</p> <p><b>You</b> must have been awarded damages and taxed costs by <b>judgment</b> of any court in the United Kingdom.</p> <p>The damages and costs must have remained unpaid by the <b>judgment debtor</b> during the three months following the date of the court's award.</p>	<p>The <b>Contents excess</b> shown on <b>your certificate</b> which <b>you</b> must pay.</p> <p>Any <b>judgment</b> subject to a pending appeal.</p> <p>Liability if the <b>judgment debtor</b> is <b>you</b> or anyone in <b>your household</b>.</p>
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## Contents

### How we settle claims

If **you** wish to claim under this section of **your policy** please follow the steps detailed in 'How to claim' in Section Q. **You** should also read the Claims conditions and Policy exclusions in Section L & M.

### How we settle claims for contents

1. If an item has been damaged and it can be economically repaired **we** will either arrange or authorise repair and **we** will pay the cost of repair. Otherwise, **we** will replace the item with a new one of similar quality through our preferred suppliers, or at our option, **we** will pay the replacement cost of a new item of similar quality.  
  
If **we** agree, at **your** request, not to repair or replace an item, at our option **we** will make a cash or voucher settlement equal to the cost **we** would have paid for replacement or repair through our preferred suppliers.
2. **We** will not pay the cost of replacing or changing undamaged items or parts of items which belong to a set or a 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. **You** must ensure that any **excess** applicable is paid before our preferred suppliers release goods or commence repairs.
5. If loss or damage happens and the **sum insured** 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 in **your policy** or in **your certificate**.



## Section H - Personal possessions

This section explains the details of **your** cover if **you** have elected to insure personal possessions as shown on **your certificate**.

Each item in points 1 (a) to (c) is insured up to a maximum in total of the personal possessions sum insured shown on **your certificate** unless a specific limit is shown below.

1.	The following are insured	What is NOT covered:
a)	<p><b>Your Personal Possessions</b></p> <p>You can claim up to £1,500 per single article unless they are specified on <b>your certificate</b>.</p> <p>You can claim up to £250 for spectacles and mobile phones unless they are specified on <b>your certificate</b>.</p> <p>You can claim up to £250 for keys or electronic locking devices to the external door locks of <b>your home</b>.</p>	<p>Dentures.</p> <p>Musical Instruments.</p> <p>Contact or Corneal lenses.</p> <p>Camping Equipment.</p> <p>Vehicles, watercraft and aircraft.</p> <p>Pedal cycles</p> <p><b>Money and Credit Cards</b></p>
b)	<p><b>Your Pedal Cycles</b></p> <p>You can claim up to £500 per cycle unless specified in <b>your certificate</b>.</p>	<p>Motorised pedal cycles.</p>
c)	<p><b>Your Money and Credit Cards</b></p> <p>You can claim up to £250 for <b>Money</b>.</p> <p>The most we will pay for the unauthorised use of <b>Credit Cards</b> is £500.</p> <p><b>You or your family</b> must report the loss to the police and for <b>Credit Cards</b> your card issuer within 24 hours of discovery and <b>you and your family</b> must keep to the terms and conditions of <b>your card issuer</b>.</p>	<p>Confiscation, loss of value or loss due to incorrect receipts, payment or accountancy.</p>

2.	What the items are insured against:	What is NOT covered:
a)	<p>Accidental damage or loss to your Personal Possessions inside your home or outside your home occurring anywhere in the United Kingdom, Europe, Mediterranean Islands, Madeira, the Canary Islands and any country which has a coastline on the Mediterranean Sea.</p> <p>The personal possessions are also covered during travel by you or your family elsewhere in the world (up to a maximum of 60 days during any period of insurance).</p> <p>You can claim up to £1,000 for items left in an unattended motor vehicle.</p>	<p>The Personal Possessions excess shown in your certificate.</p> <p>Loss or damage to any property that is not in the care of you or your household.</p> <p>Loss or damage to items left in a motor vehicle unless the items are in a locked boot or concealed luggage or glove compartment, and violence and force has been used to enter the vehicle.</p> <p>Loss or damage by electronic, electrical or mechanical breakdown, failure or derangement.</p> <p>Loss or damage if items are confiscated by any government, public or private authority.</p> <p>Loss or damage in your home while your home is left unoccupied.</p> <p>Loss or damage by theft or attempted theft, malicious damage or vandalism in your home unless force and violence is used to get into or out of your home.</p> <p>Loss or damage caused by pets.</p> <p>Damage to sports equipment in the course of play.</p> <p>Skiing or underwater equipment whilst in use.</p>
b)	<p>Accidental damage or loss to your Pedal Cycles inside your home or outside your home occurring anywhere in the United Kingdom, Europe, Mediterranean Islands, Madeira, the Canary Islands and any country which has a coastline on the Mediterranean Sea.</p> <p>Your pedal cycles are also covered during travel by you or your family elsewhere in the world (up to a maximum of 60 days during the period of insurance).</p>	<p>The Personal Possessions excess shown on your certificate.</p> <p>Loss or damage to any pedal cycle that is not in the care of you or your household.</p> <p>Loss or damage to accessories unless caused by accident to the pedal cycle or unless the pedal cycle is lost or damaged at the same time.</p> <p>Loss or damage while the pedal cycle is being used for racing, trial or trade purposes.</p> <p>Loss or damage by theft whilst the pedal cycle is left unattended in any public place without being secured by a locked chain and/or padlock or equivalent device to fixed property.</p>

c)	<p>You and your family are insured against loss of personal Money or the unauthorised use of Credit Cards occurring anywhere in the United Kingdom, Europe, Mediterranean Islands, Madeira, Canary Islands and any coastline on the Mediterranean Sea.</p> <p>Money or the unauthorised use of Credit Cards is also covered during travel by you or your family elsewhere in the world (up to a maximum of 60 days during any one year of insurance).</p>	<p>The Personal Possessions excess shown on your certificate.</p> <p>Confiscation, loss of value or loss due to incorrect receipts, payment or accountancy.</p> <p>Loss by deception unless the only deception was someone tricking their way into your home.</p> <p>Any loss of Money or Credit Cards from the home whilst it has been left unoccupied.</p> <p>Loss or damage recoverable under any other insurance.</p>
3. How much the Personal Possessions are insured		What is NOT covered:
	<p>The total personal possessions sum insured is shown on your certificate. This is the most we will pay for any one claim.</p>	

## Personal possessions

### How we settle claims for Personal Possessions and Pedal Cycles

If you wish to claim under this section of your policy please follow the steps detailed in 'How to claim' in Section Q. You should also read the Claims conditions and Policy exclusions in Section L & M.

1. If an item has been damaged and it can be economically repaired we will either arrange or authorise repair and we will pay the cost of repair. Otherwise, we will replace the item with a new one of similar quality through our preferred suppliers or at our option, we will pay the replacement cost of a new item of similar quality.
 

If we agree, at your request, not to replace or repair an item, at our option we will make a cash or voucher settlement equal to the cost we would have paid for replacement or repair through our preferred suppliers.
2. We will not pay for any loss of value to any item which we have repaired or replaced.
3. You must ensure that any excess applicable is paid before our preferred suppliers release goods or commence repairs.
4. The most we will pay for any one claim is the amount it will cost us to replace all your personal possessions and pedal cycles as new but not more than the sum insured or any limits shown in your policy or on your certificate.

### 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 Credit Cards is the sum insured shown in your policy.

## Section I - Home Emergency cover

This section explains the details of **your** cover if **you** have selected Home Emergency cover as shown on **your** certificate. In this section of the Policy, **We/Us/Our** means the Home Emergency insurer specified in **your insurer schedule**.

1. What is covered:	What is NOT covered:
<p>1. <b>External Water Supply Pipe</b> An <b>emergency</b> involving any blockage, collapse or leakage of the water supply pipe from and including the main stopcock for <b>your home</b> up to where it is connected to the public water main or communication pipe provided that <b>you</b> are responsible for this. In the event that <b>your home</b> becomes uninhabitable overnight as a result of an <b>emergency</b> covered by this section relating to <b>your</b> external water supply pipe, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation</p> <p><b>Conditions applying to Section 1</b> Where <b>you</b> share legal responsibility for the water supply pipe outside the boundary of <b>your property</b> with any third party, the insurer will only pay <b>your</b> rateable proportion of any work undertaken under this section of cover</p> <p>When a shared responsibility applies, any third party or parties must agree to the work being completed by the insurer's <b>engineers</b> and must grant any access necessary to the water supply pipe</p>	<p>Costs which exceed <b>your</b> rateable proportion of the cost of any work undertaken by the insurer under the terms of this policy on a water supply pipe outside the boundary of <b>your property</b> where <b>you</b> share legal responsibility for the water supply pipe with any third party</p> <p>Frozen pipes which have not caused any damage</p> <p>Any work required on a water supply pipe outside the boundary of <b>your property</b> where <b>you</b> share legal responsibility for the water supply pipe with any third party who does not agree to the work being completed by the insurer's <b>engineers</b></p> <p>Damage resulting from lack of proper maintenance</p> <p>Reinstatement costs relating to the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim</p>
<p>2. <b>Plumbing</b> An <b>emergency</b> arising from the sudden and unexpected failure of or damage to the internal plumbing system within the <b>home</b> which has or may result in internal water leakage, or escape of water from water tanks, pipes, and domestic appliances or fixed heating systems which causes damage to the <b>home</b>. In the event that <b>your home</b> becomes uninhabitable overnight as a result of an <b>emergency</b> covered by this section relating to <b>your</b> plumbing, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation</p>	<p>General maintenance including, but not limited, to dripping taps</p> <p>Frozen pipes which have not caused any damage</p> <p>Leaks from any household appliances, sink, shower or bath where leakage only occurs when the appliance is in use</p> <p>Cracked or broken toilets or cisterns</p> <p>Pipes outside the boundary of <b>your home</b></p> <p>Water pipes to, from or within a detached outbuilding or garage</p>

<p>3.</p>	<p><b>Drainage</b> An <b>emergency</b> arising from the sudden and unexpected failure of or damage to the drainage system of <b>your home</b>. In the event that <b>your home</b> becomes uninhabitable overnight as a result of an <b>emergency</b> covered by this section relating to <b>your</b> drainage, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation.</p>	<p>General servicing and maintenance issues including but not limited to leaf accumulation, build-up of oil, fats or other debris within the drainage system</p> <p>Any drainage system which is not of standard construction e.g. clay pot, plastic, P.V.C or concrete</p> <p>Cesspits, septic tanks, vacuum drainage systems, electric pumps</p> <p>Plumbing and filtration systems for any swimming pools or spa or whirlpool baths</p> <p>Detached outbuildings Damage to drains caused by structures not conforming to local building regulations or caused as a result of negligence or neglect</p> <p>Failure or damage caused to by faulty or defective design of the drainage pipe including but not limited to failure of pitch fibre pipework</p> <p>Reinstatement costs relating the original surface or construction of a drive, path, decking or any other surface which is excavated as part of a claim</p>
<p>4.</p>	<p><b>Domestic Central Heating Systems</b> An <b>emergency</b> which has arisen from the sudden and unexpected failure of <b>your domestic central heating system</b>. The <b>emergency</b> must render the <b>domestic central heating system</b> inoperable and the failure has to be due to mechanical or electrical failure or malfunction of the central heating system</p> <p><b>We</b> will undertake to obtain spare parts as quickly as is reasonably possible. In the event it takes more than 48 hours to achieve this from the first point at which <b>our approved engineer</b> visits <b>you</b> and diagnoses the requirement <b>we</b> will pay a fixed benefit of £40 toward providing alternative heating</p>	<p>General maintenance including, but not limited to, descaling or power flushing of the <b>domestic central heating system</b>, or any adjustment to the timing and temperature controls of the <b>domestic central heating system</b> and venting (bleeding) of radiators</p> <p>Any non-gas appliances, Elson tanks, separate gas heaters supplying hot water, LPG boilers and dual purpose boilers such as AGAs and Rayburns</p> <p>Maintenance or replacement of fan convactor heaters or heated towel rails or underfloor heating</p> <p>Corrosion or any work arising from hard water scale deposits</p> <p>Removal of sludge or hard water scale from the <b>domestic central heating system</b></p> <p>Any gas fired appliance whose primary purpose is other than heating, for example a domestic cooker or lighting system</p> <p>Solar powered panels or ground air and water source pumps</p>

<p>5.</p>	<p><b>Electrical Emergency &amp; Breakdown</b>  An <b>emergency</b> arising from the breakdown or failure of the permanent domestic electrical wiring system and its components (fuse box, switches, sockets) supplying electrical power to <b>your home</b>. In the event that <b>your home</b> becomes uninhabitable overnight as a result of an <b>emergency</b> covered by this section relating to <b>your</b> permanent domestic electrical wiring system, the insurer will pay up to £100 (including VAT) for the cost of suitable alternative accommodation</p>	<p><b>Your</b> electricity supply meter;  Domestic appliances or electrical items with a plug  Replacing light bulbs, fuses and any other routine electrical maintenance tasks  External Lighting, garden lighting and the electrical supply to outbuildings, such as sheds and greenhouses which are connected to a separate electric meter to that of the <b>home</b>  Swimming pools, fish tanks, ponds, burglar and smoke alarms, satellite/TV equipment, telephone equipment, doorbells, garage doors, shower units, portable and fixed heating systems, immersion heaters, power generating systems including solar panels and wind turbines, any 3 phase electrical systems  Electrical wiring or electrics in communal areas of <b>your home</b></p>
<p>6.</p>	<p><b>Emergency Gas Supply Pipe</b>  An <b>emergency</b> following to any damage to the internal gas supply pipe following a gas leak occurring in <b>your home</b>. <b>Our assistance</b> will only be provided once the National Gas Emergency Service have attended and isolated the leak. In the event that <b>your home</b> becomes uninhabitable overnight as a result of an <b>emergency</b> covered by this section relating to <b>your</b> permanent domestic electrical wiring system, <b>we</b> will pay up to £100 (including VAT) for the cost of suitable alternative accommodation</p>	<p>General or routine maintenance  The breakdown of any gas boiler, fire, central heating or hot water system  Temporarily frozen pipes where there is no permanent damage  Systems not installed correctly by an appropriately qualified person or which do not conform to any governing Gas Safe regulation or requirements  Pipes outside the boundary of <b>your home</b></p>
<p>7.</p>	<p><b>Security, Lost Keys, Roofing &amp; Pests</b>  The <b>call out</b>, labour and parts and materials involved in an <b>emergency</b> relating to the security or roofing of <b>your home</b>, a <b>pest</b> infestation or the loss of the only available key to <b>your home</b> as detailed below</p> <p>Security and Roofing: The insurer will arrange an <b>emergency</b> repair to make the <b>home</b> safe and/or prevent further damage in the event of damage or failure to the roof, external lock, door or window</p> <p>Lost Keys: The insurer will assist <b>you</b> to gain access to <b>your home</b> arising from the loss of the only available key to <b>your home</b>, when <b>you</b> are unable to replace it or gain normal access</p> <p><b>Pest</b> Infestation: The insurer will assist <b>you</b> to remove any <b>pest</b> infestation inside <b>your home</b>. In the event that <b>your home</b> becomes uninhabitable overnight as a result of an <b>emergency</b> covered by this section relating to <b>your</b> security, lost keys, roofing or <b>pest</b> infestation <b>we</b> will pay up to £100 (including VAT) for the cost of suitable</p>	<p><b>Pest</b> infestation relating to <b>pests</b> which are not defined in this policy; including but not limited to; ants, fleas, bedbugs, spiders, flies, squirrels and bees</p> <p><b>Pest</b> infestations of any outbuilding, or any other part of <b>your property</b> which is not part of main <b>home</b>, or where the living areas of the <b>property</b> are not affected</p> <p>Damage caused by <b>pests</b></p> <p>Loss of keys to the main <b>property</b> if a duplicate set exists</p> <p>Loss of keys for any outbuilding, garage or shed which is not part of the main <b>home</b></p> <p>The failure of any internal doors and/or window lock</p> <p>The replacement or repair of electronic units powering garage doors</p>

## General conditions applicable to the Home Emergency Section

These conditions are in addition to those specified in 'Section K -General conditions'.

### 1. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both respectively comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in **our** own rights respectively.

### 2. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability; all other terms will remain in full force and effect.

### 3. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland and Northern Ireland and shall include any subsequent amendments, re-enactments or regulations.

## General Exclusions applicable to the Home Emergency Section

**We** shall not be liable for costs arising from or in association with:

- 1) Claims arising after the **home** has been left **unoccupied**
- 2) Any wilful or negligent act or omission by **you** or any third party
- 3) Events where on attendance it becomes clear that the **call out** is not an **emergency**
- 4) General maintenance work or any system that has not been regularly maintained
- 5) Loss of or damage arising out of disconnection from or interruption to the public supply of gas or water or electricity to **your home**
- 6) Any **emergency** arising from poor workmanship or design defect
- 7) Any repair that is, in **our** opinion, either difficult or impossible to complete due to problems with access needed to facilitate the repair
- 8) Replacing lead, steel or iron pipes, rusting, corrosion, general wear and tear and/or gradual deterioration
- 9) Replacement of bespoke or designer radiators or towel rails
- 10) Any boiler or heating system that has not been serviced in line with manufacturer's recommendations
- 11) Improvements including work that is needed to bring the insured system up to current standards
- 12) **Homes** situated outside the **territorial limits**
- 13) Any damage caused by the **approved engineer** in gaining access in order to affect an **emergency** repair
- 14) Any system(s) not installed properly or in line with manufacturers guidelines

## SECTION J - Legal Expenses cover

This section explains the details of **your** cover if **you** have selected Legal Expenses cover as shown on **your** certificate. In this section of the Policy, **We/Us/Our** means the Legal Expenses insurer specified in **your insurer schedule**.

Personal injury	
1.	<p><b>Legal costs</b> incurred in bringing a legal action against a third party following an event which causes personal bodily <b>injury</b> to <b>you</b>, or an event which subsequently causes <b>your</b> death</p>
	<p>Coroners' Inquests and Fatal Accident Enquiries</p> <p>Alleged failure to correctly diagnose any medical condition</p> <p>Any illness or bodily <b>injury</b> or psychological <b>injury</b> that occurs gradually or is not caused by a sudden, specific event</p> <p>Any claims caused by or arising out of the deliberate, conscious or intentional disregard of <b>your</b> obligation to take all reasonable steps to prevent bodily <b>injury</b></p>
Your Home	
2.a)	<p><b>Legal costs</b> incurred in bringing about legal action due to any infringement of <b>your</b> legal rights to own and occupy <b>your property</b>. The insurer will provide cover for <b>legal costs</b> incurred by <b>you</b> in taking legal action in connection with:</p> <ol style="list-style-type: none"> <li>1. disputes over the buying or selling of the <b>property</b></li> <li>2. infringement or encroachment of <b>your</b> use, enjoyment or rights over the <b>property</b></li> <li>3. nuisance or trespass disputes which occur at or in respect of the <b>property</b></li> </ol>
	<p>Any claims for physical <b>damage</b> to <b>your property</b> where the amount claimed is less than £100</p> <p>Claims relating to <b>subsidence</b>, ground <b>heave</b>, <b>landslip</b> mining or quarrying</p> <p>Any claim relating to land or buildings owned by <b>you</b> but which are not <b>your</b> permanent primary residence within the <b>territorial limits</b></p> <p>Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority unless the claim is for accidental physical <b>damage</b></p>
2.b)	<p>The insurer will provide cover in respect of <b>legal costs</b> incurred in taking legal action</p> <p>Following <b>your</b> unlawful eviction from a <b>property</b> occupied by <b>you</b> under an Assured Shorthold Tenancy agreement. This cover applies in respect of <b>your</b> permanent <b>home</b> and any other <b>property</b> occupied by <b>you</b> on a temporary basis; and against a landlord following a <b>material breach</b> of a tenancy agreement</p>
	<p>Claims relating to any mortgage, loan agreement or any other consumer credit scheme</p>



## Services and Personal Property

3.	<p><b>Legal costs</b> incurred in bringing a claim or beginning <b>civil proceedings</b> against a third party or organisation for:</p> <ol style="list-style-type: none"> <li>any physical <b>damage</b> to personal <b>property</b> owned by <b>you</b> at <b>your property</b></li> <li>the purchase, hire, lease or sale of any personal or private goods or the provision of services for <b>your</b> private or personal use</li> </ol>	<p>Any claims made in respect of any motor vehicle owned, used by, hired or leased to <b>you</b></p> <p>The settlement payable pursuant to any insurance or other policy</p> <p>Any claim where the amount in dispute is less than £100</p>
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## Employment disputes

4.	<p><b>Legal costs</b> incurred in the pursuit of <b>civil proceedings</b> against <b>your</b> employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996, including but not limited to:</p> <ol style="list-style-type: none"> <li>unfair dismissal</li> <li>minimum wage disputes</li> <li>infringement of trade union rights</li> <li>the right to request flexible working</li> <li>discrimination on any grounds including but not limited to gender, sexual orientation, race or religion, maternity, paternity or parental leave.</li> </ol>	<p>Where <b>your</b> employment status is not that of an employee (worker, self-employed or contractor).</p> <p>Any claim brought outside of the employment tribunal (e.g. county court or high court).</p> <p>Fines, penalties or <b>damages</b> which <b>you</b> are ordered to pay by a court, tribunal or other authority.</p> <p>Any claim relating to <b>your</b> employer's disciplinary hearings or internal grievance procedures.</p> <p>Any claims relating to a settlement agreement whilst <b>you</b> are still employed.</p>
5.	<p><b>Legal costs</b> incurred in defending <b>your</b> legal rights in the following circumstances arising out of <b>your</b> work as an employee:</p> <ol style="list-style-type: none"> <li>prior to being charged when dealing with the police or Health and Safety Executive or anybody else with the power to prosecute</li> <li>in a civil action brought against <b>you</b> for compensation under Section 13 of the Data Protection Act 1998</li> <li>for <b>civil proceedings</b> brought against <b>you</b> under legislation for unlawful discrimination</li> </ol>	<p>Any claims in respect of parking or obstruction offences</p> <p>Where <b>your</b> employment status is not that of an employee (worker, self-employed or contractor)</p> <p>Fines, penalties or <b>damages</b> which <b>you</b> are ordered to pay by a court, tribunal or other authority</p> <p><b>Your</b> use of a motor vehicle for which <b>you</b> do not hold a valid licence or valid motor insurance</p>

<p>6.</p>	<p><b>We</b> will represent <b>you</b> in any appeal proceedings following a full enquiry into <b>your</b> personal income tax position by H M Revenue &amp; Customs. This cover only applies if <b>you</b> have:</p> <ul style="list-style-type: none"> <li>• maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty;</li> <li>• provided all information that HM Revenue and Customs reasonably required.</li> </ul>	<p>Claims where deliberate misstatements or omissions have been made to the authorities.</p> <p>Claims where the Special Investigations Section, Special Civil Investigations or Prosecution Office is investigating <b>your</b> tax affairs.</p> <p>Claims for accountancy fees which related to <b>your</b> business, trade or profession.</p> <p>Claims in respect of income or gains which have been under declared because of false representations or statements by <b>you</b>.</p>
<p>7.</p>	<p><b>Legal costs</b> incurred in defending <b>your</b> legal rights following an insured event, which results in criminal proceedings being brought against <b>you</b> for an offence relating to <b>your</b> ownership or use of a motor vehicle.</p> <p>Cover includes costs in respect of pleas in mitigation, provided that there are <b>reasonable prospects</b> that a plea will materially affect the outcome.</p>	<p>Any claims made in respect of parking or obstruction offences, for which <b>you</b> receive no penalty points against <b>your</b> licence.</p> <p>Any claims made when <b>you</b> have been driving or riding a motor vehicle without valid motor insurance or a valid driving licence.</p> <p>Any claims made, when <b>you</b> qualify for legal aid.</p> <p>Any claim arising from or associated with <b>your</b> driving under the influence of alcohol and/or drugs.</p>
<p>8.</p>	<p><b>Your</b> net salary or wages, less any amount payable by the court or which is recoverable from <b>your</b> employer, for the time that <b>you</b> are absent from work on jury service. The amount <b>we</b> will pay will not exceed £100 per day and is subject to a maximum of £1,000 in total.</p> <p><b>We</b> will calculate the amount payable based on the duration of <b>your</b> unpaid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of <b>your</b> total annual pay. Where <b>you</b> work part-time, the amount payable will be reduced on a pro-rata basis.</p>	<p>Any claims in respect of parking or obstruction offences</p> <p>Where <b>your</b> employment status is not that of an employee (worker, self-employed or contractor)</p> <p>Fines, penalties or <b>damages</b> which <b>you</b> are ordered to pay by a court, tribunal or other authority</p> <p><b>Your</b> use of a motor vehicle for which <b>you</b> do not hold a valid licence or valid motor insurance</p>
<p>9.</p>	<p><b>Probate</b> The insurer will provide cover in respect of <b>legal costs</b> incurred in bringing a legal action in respect of a probate dispute involving the will of <b>your</b> deceased parents, grandparents, children, stepchildren or adopted children where <b>you</b> are contesting as a beneficiary.</p>	<p>Any claim in respect of a dispute where a will has not previously been made, or concluded, or cannot be traced.</p> <p>The negligent drafting of a will.</p> <p>Any claim relating to a dispute concerning the funeral service of the deceased.</p> <p>Any claim where the financial benefit to <b>you</b> is less than £10,000.</p>

## General conditions applicable to the Legal Expenses section

These conditions are in addition to those specified in 'Section K -General conditions'.

### 1. Claims

- a) **You** will give notice to **us** as soon as reasonably possible of an insured event
- b) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior written consent
- c) **Legal costs** will not be paid on an interim basis throughout a claim
- d) All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably
- e) **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so
- f) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action

If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the insurer will not be liable for any further costs incurred.

**You** will not withdraw from any legal action without **our** permission to do so.

In some circumstances, where **we** decide it is appropriate, the insurer may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the insurer will not be liable for any further costs incurred.

### 2. Appointed representative

- a.
  - i) Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for **you** to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy
  - ii) Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of **your** choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**
  - iii) If there is any dispute over **your** choice of **non-panel solicitor** **you** will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 4
- b) If **you** do select to appoint **your own non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion.
- c) The **appointed representative** or **non-panel solicitor** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required.
- d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. **You** agree to **us** having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

### 3. Counsel's Opinion

Where reasonable and necessary, **we** may obtain at **our** own cost, advice on prospects for **your** claim from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your** claim, between **your** choice of appointed representative and **our panel solicitors**.

### 4. Arbitration clause

If there is a dispute between **you** and **us**, or **you** and the insurer, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process. If **we**, or the insurer, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If **we** are not able to agree on the appointment of an arbitrator, **we** shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

### 5. Statutory Regulations

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

### 6. Severability Clause

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

### 7. Proportionality

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most the insurer will pay in respect of **legal costs** is the value of the likely award of damages.

### 8. Acts of Parliament

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

## General exclusions applicable to the Legal Expenses section

1. Any claim:
  - i) where the amount being claimed is less than £100
  - ii) that is not notified to **us** as soon as is reasonably possible after the **date of event** when the claim may be prejudiced by late notification
  - iii) where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim written confirmation will be required to this effect)

- iv) if at the time a claim is made by the **you** under this policy there is any other insurance covering the same liability, the insurer will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this.
2. The balance of any **legal costs** incurred before **we** have given **our** written acceptance of **your** claim, or before the inception date of this policy
  3. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors
  4. Any dispute arising from a contract entered into prior to the inception of this legal expenses policy, with the exception of Contracts of Employment, where the cover and exclusions noted in Section 4 Employment Disputes will apply
  5. The balance of **legal costs** in excess of what has previously been agreed
  6. Any claim that arises as a result of a deliberate action by **you**
  7. Any **legal costs** relating to any event giving rise to a claim or leading to **civil proceedings** which is not identified in sections 1-5 of the Cover section of this policy, including but not limited to:
    - i) divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between members of **your** family or **household**
    - ii) any shareholding, directorship or partnership, or other commercial interest
    - iii) libel or slander or allegations which will or may harm **your** reputation
    - iv) any computer, electric or electronic error
    - v) any form of structural alteration to the **property** or any **buildings** forming part of it, for example an adjoining garage. Minor alterations are covered, as long as no works affect the structural integrity of the **property**
    - vi) any motor vehicle owned by **you** or anyone associated with **you**, or any incidents relating to road traffic accidents, except under Section 1 of the Cover section of this policy where **you** are injured as a pedestrian or cyclist
    - vii) any **legal costs** incurred in any appeal proceedings, unless **the** insurer agreed to cover the original claim, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal
    - viii) fines, penalties or damages that **you** are ordered to pay by court, Tribunal or other authority, or;
    - ix) leases, licences, tenancies and disputes between landlord and tenant.
  8. **We** will not offer any protection under this insurance contract for any defence of legal matters brought against **you** by a third party
  9. Any dispute whatsoever arising between **you** and **us** or the insurer or **your** insurance broker, other than the cover provided under the Arbitration Condition of this policy
  10. Any claims for disputes or professional negligence against the **appointed representative** resulting from a current or previous claim under this policy. Please refer to the "How to Make a Complaint" section of this policy
  11. Any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy
  12. Claims arising from or associated with **your** business, trade or profession or any other commercial venture

13. Any party legally acquiring the **property** from **you**, or restriction/controls placed on the **home** by governmental or public/local authorities (except for accidental physical damage)
14. Judicial review
15. Proceedings before, or reference to the European Court of Justice or the European Court of Human Rights
16. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your claim**, **the insurer** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**.

## Section K - General conditions

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of this contract.

There are additional conditions of insurance applicable to Section I Home Emergency and Section J Legal Expenses.

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

You must tell the **Administrator** as soon as **you** are aware (and no more than 30 days later) of any of the following changes:

- You are going to move **home** permanently
- Someone other than **you** or **your family** is going to live in **your home**
- **Your home** is going to be **unoccupied** for more than 60 days in a row
- The number of bedrooms in **your home** has changed
- The value of **your buildings** or **contents** has increased and **your sums insured** may no longer be sufficient
- **You** or any member of **your family** receives a conviction or has a pending prosecution for any offence  
There is no need to tell **us** about driving offences or any offences which are spent under the Rehabilitation of Offenders Act 1974.
- Any part of **your home** is going to be **used** for 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 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**

**We** may re-assess **your** cover and **premiums** when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or provide full answers and relevant details, or give **us** incorrect information or do not answer questions honestly or to the best of **your** knowledge, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances **your policy** might be invalid and **you** may not be entitled to a refund of **premium**.

### Fraud

If **you**, **your family** or anyone acting on **your** behalf:

- a) Makes any false or fraudulent claim
- b) Makes any exaggerated claim
- c) Supports a claim by false or fraudulent documents, devices or statements (whether or not the claim itself is genuine)

- d) Makes a claim for loss or damage which the insured or anyone acting on the insured's behalf deliberately caused **we** may:
- i. Refuse to pay the whole of the claim; and
  - ii. Recover from **you** any sums that **we** have already paid in respect of the claim.

**We** will also notify **you** if **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any acts set out in (a) - (d) above. In that event, **you** will:

- Have no cover under the **policy** from the date of termination; and
- Not be entitled to any refund of **premium**.

## Transferring your interest in the policy

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

## Other conditions

There are other conditions which relate to any claim **you** may make and these are shown in Section L under the heading 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your policy**.

## Section L - Special claim conditions

### 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** may 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 in Section Q under the heading 'How to claim'.

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

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

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

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

Do not throw away any damaged items before **we** have had a chance to see them.

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;
- Purchase dates of lost or damaged items;
- For damaged items, confirmation by a suitably qualified expert that the item **you** are claiming for is beyond repair.

## Rights and responsibilities

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

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

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

**You** must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require about any claim. **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**, at **our** option **we** will:

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

## Other insurance

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

## Section M - General exclusions

These exclusions apply to all sections of **your** **policy**. This insurance does not cover:

Exclusion:	Meaning:
Radioactive contamination	<p>Any claim or expense of any kind caused directly or indirectly by:</p> <ul style="list-style-type: none"><li>• Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel.</li><li>• The radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.</li></ul>
War risks	<p>Any loss or damage caused by any sort of war, invasion or revolution.</p>
Terrorism	<p>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.</p> <p>For the purpose of this exclusion terrorism means the use or threat of use of biological, chemical, radiological 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 purpose including the intention to influence any government(s) or put any section of the public in fear.</p>
Sonic Bangs	<p>Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.</p>



Pollution or contamination	<p>Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:</p> <ul style="list-style-type: none"> <li>• a sudden unexpected incident, or</li> <li>• oil or water escaping from a fixed oil or water installation; and</li> <li>• which was not the result of an intentional act; and</li> <li>• which occurs during any <b>period of insurance</b>.</li> </ul> <p>All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.</p>
Rot	Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other cover included in this insurance.
Defects	Any loss or damage caused by or from poor workmanship, poor design or faulty materials.
Events before the insurance starts	Any loss, damage, liability, cost or expense of any kind which occurs as a result of an event before the <b>period of insurance</b> starts.
Date change and computer viruses	<p>Direct or indirect loss or damage caused:</p> <ul style="list-style-type: none"> <li>• To equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all.</li> <li>• By computer viruses.</li> </ul> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• Equipment by its failing correctly to recognise data representing any date in such a way that it does not work properly or at all.</li> <li>• Computer viruses.</li> </ul> <p>Equipment includes computers and anything else insured by the <b>policy</b> which has a microchip in it.</p> <p>Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.</p> <p>Microchips include integrated circuits and microcontrollers.</p> <p>Computer viruses include any programme or software which prevents any operating system, computer program or software working properly or at all.</p>
Associated claim costs.	<b>Your</b> costs in preparing, proving, agreeing or negotiating <b>your</b> claim.
Any other costs.	Any costs incurred without <b>our</b> approval or permission.
Wear and tear.	Any loss, damage, liability, cost or expense of any kind caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything which happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

## Section N - Duration of the insurance

**Your policy** is an annual contract. The **policy** will begin on the date **you** specify which will be the **start date** shown in **your certificate** and will expire 12 months from the **start date**.

The **policy** will be renewed on the renewal date, subject to payment of the **premium**, unless **you** tell **us** not to or the insurer has written to **you** to advise that the **policy** will be cancelled. At least 21 days prior to the end of each **period of insurance**, **you** will receive details about **your** cover for the next 12 months.

**You** must advise **us** if **you** choose not to renew **your policy**.

## Section O - The payment of premiums

You can choose to pay your premium by either

- i) using monthly credit facilities by Direct Debit, or
- ii) annually by Direct Debit or credit/debit card (fees may apply on credit card transactions).

If you are paying your premium using monthly credit facilities you must make regular monthly payments as per the terms of your credit agreement. If you fail to do this, your lender reserves the right to terminate your credit agreement in accordance with the terms of your credit agreement. If your credit agreement is terminated, your insurance cover may also be cancelled in accordance with the terms of your policy, unless the remainder of the premium due is paid. If your insurance is cancelled for this reason, a cancellation charge may apply as shown on your Statement of Price. If the credit agreement requires you to pay an advance payment, you are required to pay that payment by the date specified by your lender or your policy may not be valid.

## Section P – Administration and Cancellation Charges

The Administrator reserves the right to apply an administration charge (subject to Insurance Premium Tax) to your policy. The administration charge is non refundable. The administration charge is refundable during your initial statutory right to cancel the policy, the administrator allows 30 days from the start date of your policy.

A policy cancellation charge applies to the insurance contract (subject to Insurance Premium Tax). The cancellation charge is payable when you cancel the policy and will be deducted from your refund of premium or we will ask you to pay the charge to release the policy cancellation. The cancellation charge is not payable during your initial statutory right to cancel the policy, the administrator allows 30 days from the start date of your policy.

Charges applicable to your policy are included in your Statement of Price.

## Section Q - How to claim

### To make a claim for sections B - H

- Check the policy and your certificate to see whether or not the event is covered.
- If you are a victim of theft, vandalism or something is lost or damaged away from your home, tell the police first and ask for an incident number. It would be helpful if you have an approximate cost to replace or repair the item(s) you would like to claim for.
- Telephone the claims helpline and confirm your certificate number. The helpline number and certificate number can be located on your certificate of insurance.

We will register the claim from the details you provide and tell you what to do next.

You should not admit fault if you are being held responsible for injury or damage. In this instance you should send all documents unanswered and without delay to the PaymentsShield Claim Team address located on your certificate

### To make a claim for section I - Home Emergency cover

Check your certificate and the policy booklet to see whether you are covered by the Home Emergency cover section of the policy.

Check that the event you want to claim for is covered by phoning the Home Emergency helpline. The number can be located on your certificate of insurance.

We will arrange for a skilled and reliable tradesman, approved by us, to get in touch with you.

**NB.** The Home Emergency helpline service does not give confirmation of whether or not you have cover for any of the loss or damage which has occurred, under your Buildings and Contents cover.

## To make a claim for section J - Legal Expenses cover

Check **your certificate** and the **policy** booklet to see whether **you** are covered by the Legal Expenses cover section of the **policy**.

Check that the event **you** want to claim for is covered by phoning the Legal Expenses helpline. The number can be located on **your certificate** of insurance.

### Helpline services

We offer **you** a range of helpline services. These are available 24 hours a day any day of the year. **You** will need to have **your policy** number available whenever **you** contact the helplines.

### Home emergency Helpline

In this section of the **policy**, **We/Us/Our** means the Home Emergency insurer specified in **your certificate**.

**You** will find **your policy** number and Home emergency Helpline number on **your certificate**.

The Home emergency helpline is a service that provides help with domestic emergencies, for example, a burst pipe or a break-in. If an emergency happens which threatens the safety of **your home** and **you** need help fast, just call this helpline. **We** will arrange for a skilled and reliable tradesman, approved by **us** to get in touch with **you**. **You** will have to pay the tradesman's bill and **you** will require a credit or debit card to use this service. If the loss or damage is subsequently covered under **your Buildings and Contents** cover **you** can claim what **you** paid the tradesman but the appropriate **policy excess** will then apply. **You** will also have to pay the tradesman's bill if **you** have used this facility but not selected Home emergency cover.

### Telephone Legal Advice Helpline

In this section of the **Policy**, **We/Us/Our** means the Legal Expenses insurer specified in **your certificate**.

**You** will find **your policy** number and Telephone Legal Advice Helpline number on **your certificate**.

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK. **We** can also provide Legal Advice on issues arising in member states of the European Union.

To help **us** monitor **our** service standards, telephone calls to the Helpline may be recorded.

Please do not phone the Helpline to report a general insurance claim. **We** will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

## Section R - Cancellation rights under the policy

If, having examined **your policy**, **you** decide not to proceed **you** have a statutory right to cancel for up to 14 days from the **Start Date**. However, **we** have extended this to a 30 day cooling off period where **you** may cancel the **policy** back to the **Start Date** without charge with a full refund of any **premiums** already paid, unless **you** have made a claim during this period.

Following the expiry of **your** cooling off period, **you** continue to have the right to cancel **your policy** at any time during its term. If **you** do so, **you** will be entitled to a refund of the **premium** paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period for which **you** have received cover and there will also be an additional cancellation charge, as shown on **your Statement of Price**, to cover the administrative cost of providing the **policy**. If **you** have made a claim and **you** choose to cancel **your policy**, **you** may not be entitled to a refund of **premium**.

**We** may cancel this **policy** by sending 30 days notice to **your** last known address. **You** will be entitled to a refund of the **premium** paid, subject to a deduction for the time for which **you** have been covered. If **you** have made a claim, **you** may not be entitled to a refund of **premium**.

If **you** are paying **your premium** using a monthly credit facility and **you** do not make regular monthly payments as per the terms of **your** credit agreement, **we** reserve the right to cancel **your** insurance in accordance with the terms of **your** credit agreement. If **we** cancel **your** insurance for this reason, an additional cancellation charge will apply, as shown on **your Statement of Price**.

## Section S - How to cancel your policy

To cancel your cover, you should contact the Paymentsshield Customer Services Team on 0345 6011 050. Alternatively, you can write to Paymentsshield in advance at the address shown on your certificate and your cover will end on the date Paymentsshield receive your written request.

## Section T - What you should do if you have a complaint

Please refer to your insurer schedule included in your policy documentation which outlines the complaints process.

### Sales

If you are unhappy with any aspect of the sale of this policy or have cause for complaint you should initially contact the person who arranged the cover for you.

### Administration

The Administrator handles complaints regarding general administration on our behalf.

If you are unhappy with the general administration of the policy, Home Emergency or Legal Expenses cover or have cause for complaint you should contact the Paymentsshield Customer Services Team by telephone or in writing to the Paymentsshield address located on your insurer schedule.

The Financial Ombudsman Service (FOS) was set up by parliament to resolve complaints that customers and financial businesses are not able to resolve. FOS is an independent service free to customers.

If you have a complaint about any aspect of our service, you should contact us in the first instance. If you remain dissatisfied with our response or 8 weeks have elapsed from the date we received your complaint, you may be eligible to refer your complaint to FOS.

The contact details for the Ombudsman, can be found below:

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

0800 023 4 567

(calls to this number are now free on mobile phones and landlines.

Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

0300 123 9 123

(calls to this number cost no more than calls to 01 and 02 numbers.

Monday – Friday, 8am – 8pm, Saturday, 9am – 1pm)

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Claims

#### For Sections B - H Buildings, Contents and Personal Possessions cover

If you are unhappy about claims handling on the policy for Buildings, Contents and Personal Possessions cover you should contact the Claims Team by telephone or in writing. The contact details for complaints concerning claims for Buildings, Contents and Personal Possessions are located on your Insurer Schedule.

#### For Section I - Home Emergency

If you are unhappy about claims handling on the policy for Home Emergency cover you should contact the Quality Assurance Manager. The contact details for complaints concerning claims for Home Emergency are located on your Insurer Schedule.

#### For Section J - Legal Expenses

If you are unhappy about claims handling on the policy for Legal Expenses cover you should contact the Quality Assurance Manager. The contact details for complaints concerning claims for Legal Expenses are located on your Insurer Schedule.

## Section U - Fair Processing Notice

This section describes how the administrator, Paymentsshield, will capture, process and store **your** data. For details on how the insurer of **your** policy uses **your** personal data please refer to **your** insurer schedule for contact details.

Full details of Paymentsshield's Fair Processing Notice which can be found here: <https://www.Paymentsshield.co.uk/Fair-Processing-Notice>. It explains who Paymentsshield are, the types of information it holds, how it is used, who they share it with and how long it is kept and informs **you** of certain rights **you** have regarding **your** personal information. If **you** are unable to access this website, details can be obtained by contacting the address detailed or telephone number indicated in any recent correspondence or emails **you** have received from Paymentsshield.

### Who are we?

Paymentsshield Limited (part of The Ardonagh Group of companies) along with the insurer is the Data Controller of the information **you** have provided. **You** can contact Paymentsshield for general data protection queries by email to [DataProtection@ardonagh.co.uk](mailto:DataProtection@ardonagh.co.uk) or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS.

### How Paymentsshield use the information you provide

**Your** personal information will be used to:

- Assess and provide the products or services that **you** have requested through arranging and administration of policies
- Communicate with **you**
- Develop new products and services
- Undertake statistical analysis
- Contact **you** about products that are closely related to those **you** already hold with Paymentsshield
- Provide additional assistance or tips about these products or services
- Notify **you** of important functionality changes to our websites
- Cross reference with information from publicly available sources
- Conduct Market research

Any new information **you** provide us may be used to update any existing record we hold for **you**.

Only where **you** have provided us with consent to do so, we may from time to time use **your** information to provide **you** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group (<http://www.ardonagh.com>).

### Sharing your information

We will only share **your** information:

- Where we are required to do so by law
- With fraud prevention agencies or third parties that provide a service to us or on our behalf;
- Where we may transfer rights and obligations under this agreement; and
- In order to achieve any of the purposes for which we process **your** data, as noted above

The data we hold may be transferred to, and stored at, a destination outside of the European Economic Area (EEA). It may also be processed by staff operating outside of the EEA who work for us or one of our suppliers. If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonable necessary to ensure that **your** data is treated securely and in accordance with this notice.

We follow strict security procedures in the storage and disclosure of **your** personal information in line with industry practices.

## How long do we keep your information?

We will not keep **your** personal information for longer than is necessary for the purpose for which it was provided unless we are required to by law or have other legitimate reason to do so, such as if necessary for any legal processing. This is typically for a period of no more than 6 years after the termination or cancellation of a product, contract or service we provide.

## Your Rights

You have rights relating to **your** personal data, such as to request access to a copy of the data we hold about **you**, to request a review of any automated decision taken about **you** and correct any erroneous information we hold about **you**. More details on **your** rights can be found on the Information commissioner's website: <https://ico.org.uk/>

## Section V - Underwriting

### Sections B – H & I – J

The insurance for **policy** sections B - H, I & J are underwritten by the insurers specified in **your Insurer Schedule**. The insurers to this insurance contract are authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority as an insurance company and to undertake insurance mediation. The Financial Services registration number for **your** insurer is specified in **your Insurer Schedule**. You can check the insurers registration number and status by visiting the FCA's website or by contacting the FCA on 0800 111 6768.

## Section W - No Claims Discount

This part of the **policy** explains how No Claims Discount works and only applies if "No Claims Discount" is shown on **your certificate**.

If no incident occurs during the **period of insurance** which results in a claim under the **Buildings** or Contents sections, **your** No Claims Discount will increase in line with **our** scale at the renewal of the **policy**.

For each incident that occurs during the **period of insurance** which results in a claim under the **Buildings** or Contents sections, **your** No Claims Discount may reduce in line with **our** scale at the renewal of the **policy**.

You cannot transfer **your** No Claims Discount to anyone else.

## Section X - Enquiries and assistance

If you have any queries about **your policy** please contact the PaymentsShield Customer Services Team on 0345 6011 050.

## A Guide to Direct Debit Payments

(this section does not form part of the policy conditions)

The premium for **your** policy is collected by monthly or annual Direct Debit from **your** bank account.

We can accept **your** instruction in one of the following ways:

- From a signed Direct Debit mandate
- From a telephone instruction **you** have given to us
- Electronically (if collected by **your** intermediary) or through the internet



### The Direct Debit Guarantee

- This Guarantee is offered by all Banks and **Buildings** Societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of **your** Direct Debit Paymentsshield will notify **you** 10 working days in advance of **your** account being debited or as otherwise agreed. If **you** request Paymentsshield to collect the payment, confirmation of the amount and date will be given to **you** at the time of the request.
- If an error is made in the payment of **your** Direct Debit, by Paymentsshield or **your** Bank or **Building** Society, **you** are entitled to a full and immediate refund of the amount paid from **your** bank or **building** society - if **you** receive a refund **you** are not entitled to, **you** must pay it back when Paymentsshield asks **you** to
- **You** can cancel a Direct Debit at any time by simply contacting **your** Bank or **Building** Society. Written confirmation may be required. Please also notify us.



The Administrator for this insurance policy is Paymentshield Limited

Paymentshield Limited is authorised and regulated by the Financial Conduct Authority under Registration No. 312708. You can check this on the Financial Services Register by visiting the FCA's website or by contacting the FCA on 0800 111 6768 or 0300 500 8082.

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Telephone calls to Paymentshield may be recorded for security purposes and monitored under our quality control procedures

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