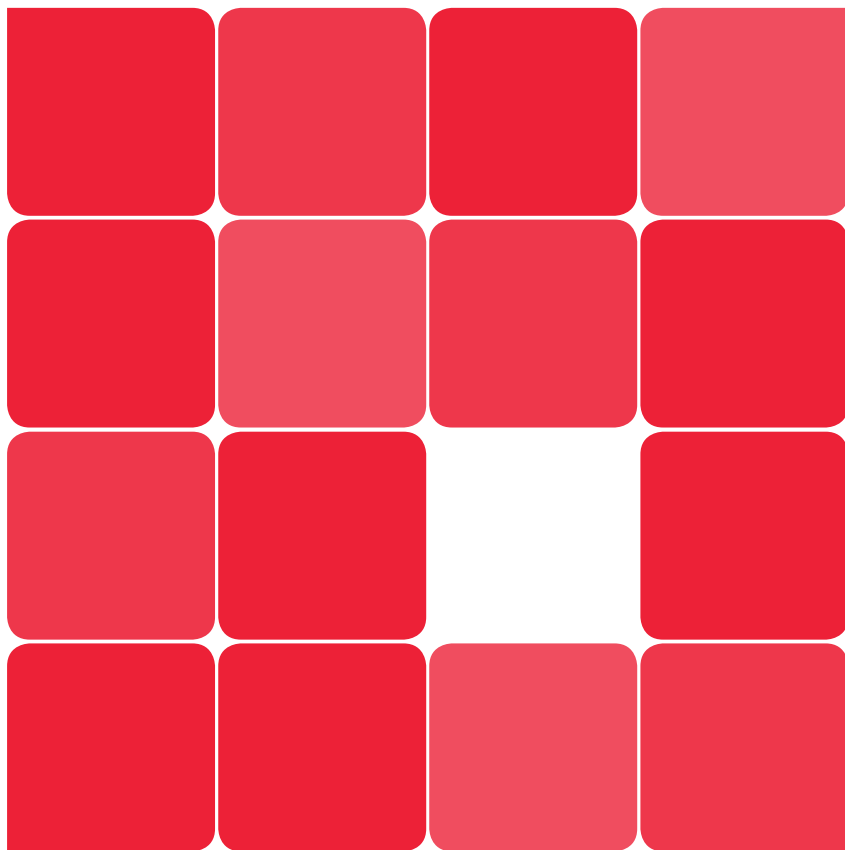


# Homecare. Buildings & Contents

INSURANCE FOR OWNER OCCUPIER



citylandlord

POLICY TERMS & CONDITIONS

# City Landlord

## Introduction

Thank you for choosing **City Landlord**. This is your Homecare Insurance Policy, setting out your insurance protection in detail.

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

**This insurance offers a comprehensive cover, as well as extended options, please refer to your insurance certificate and statement of fact for your cover level.** If **you** have any questions, please contact **us** on free phone *0800 2944 546*.

This **property** insurance has been arranged by City Landlord, a trading style of Home and Travel Limited through **RGA Underwriting Limited** as administrators and underwritten by Certain Underwriters at Lloyd's of London.

**Home and Travel Limited** is authorised and regulated by the Financial Conduct Authority (FCA). Lloyd's Underwriters are authorised by the Prudential Regulation Authority (PRA) and regulated by the FCA and PRA. This can be checked on the FCA's register by visiting their website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting them on 0845 606 1234.

**We** adhere to the Codes of Practice of the Association of British Insurers (ABI) and the Financial Ombudsman Service and **we** are covered by the Financial Services Compensation Scheme (FSCS). Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk). **Your** personal details and information provided are also covered by the Data Protection Act.

This product meets the demands and needs of Owner Occupiers who wish to protect their private permanent residence and/or contents against a range of events such as fire, theft, and weather related losses throughout the duration of the policy.

# Homecare Insurance Policy

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# Your Policy

Welcome to your **Homecare insurance policy** and thank you for choosing **City Landlord**.

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

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

If after reading these documents **you** have any questions, please contact your insurance adviser.

## **Important**

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**We** recommend that **you** read this **policy** in conjunction with **your certificate** to ensure that it meets with **your** requirements. Should **you** have any queries please contact **us** or **your** insurance adviser.

**Your** attention is drawn to the Complaints procedure (Making Yourself Heard) on page 33.

## **The Law applicable to this Policy**

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

## **Information you have given us**

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

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

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

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

**We** or **your** insurance broker will write to **you** if **we**:

- Intend to treat this contract of insurance as if never existed; or
- Need to amend the terms of **your** contract of insurance; or
- Require **you** to pay more for **your** insurance.

## Important Telephone Numbers

Claim Notification Line In the event of a claim telephone us on this number	0800 2944 546	If <b>you</b> need to make a claim, <b>we</b> tell <b>you</b> the process to follow. <b>You</b> should also read the Claim Conditions. Please read the conditions and process before ringing the claims line. The conditions and process to follow can be found on pages 8 and 9.
Out of hours claim number	0845 070 9500	
Customer Services	0800 2944 546	

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

# Definitions

Where **we** explain what a word means that word will have the same meaning wherever it is used in the **policy** or **certificate**.

These words are highlighted by the use of **bold print**.

## **Buildings**

The structure of the **home** including fixtures and fittings and the following (if they form part of the property): oil and gas tanks, cesspits, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and **outbuildings**.

## **Company/Our/Us/We**

Certain Underwriters at Lloyd's of London as Insurers and **RGA Underwriting Limited** as administrators of **your policy**.

## **Domestic Staff**

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

## **Endorsement(s)**

A change to the terms of the **policy** as shown under **endorsements** in the **certificate**.

## **Excess**

The amount **you** are required to pay as the first part of each and every claim made.

## **Family/They**

**Your** domestic partner, children, **domestic staff** and any other person all permanently residing with **you** and not paying a commercial rent.

## **Home**

The private residence shown in the **certificate** including its garages and **outbuildings**, if they form part of the property.

## **Home and Travel Limited**

Home and Travel Limited is an independent insurance intermediary arranging this insurance.

## **Insured/You/Your**

The person or persons named in the **certificate** as the Policyholder.

## **Outbuildings**

- Sheds;
- Greenhouses;
- Summer houses;
- Other buildings;

which do not form part of the structure of the main building of the **home** and are used or occupied for domestic purposes.

## **Period of Insurance**

The dates shown in the **certificate**.

## **Policy**

**Your policy** booklet and most recent **certificate** and any **endorsements** attached or issued.

## **Unfurnished**

Without sufficient furniture and furnishings for normal living purposes.

## **Unoccupied**

Not lived in by **you** or **your family** for more than 60 consecutive days or occupied by squatters.

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

**You** will find on many pages these headings:

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

# General Conditions

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

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

## Keeping Your sums insured at the correct level

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

Full value means:

For the **buildings**:

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

For the **contents**:

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

## Underinsurance

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

## Changes in your circumstances

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**You** must notify **us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- Change of address;
- Structural alteration to **your home**;
- If **you** or **your family** intend to let or sub-let **your home**;
- If **you** or **your family** intend to use **your home** for any reason other than private residential purposes;
- If **your home** will be **unoccupied**;
- If **you** or **your family** have been declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offences.

**We** will then advise **you** of any change in terms.

If **you** are in any doubt please ask **your** insurance adviser.

## Taking care of your property

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

**You** must maintain the property insured in good repair; a full list of these requirements is provided in the maintenance guide, which is available on **our** website at [www.citylandlord.co.uk/mainclause](http://www.citylandlord.co.uk/mainclause).

## Protection

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All protections provided for the safety of the building specified in the certificate and statement of fact must be maintained in good order and be in use at all times, as well as when the building is left unattended or when the occupants have retired for the night.

## Precious Stones

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The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied immediately.

## **Cancellation**

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

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

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

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

## **Premiums paid and up to date**

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If the premium is paid under a monthly instalment plan and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments. Alternatively the outstanding instalments will be deducted from any claim payment that may be due to **you**.

## **Data Protection Act 1998**

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

## **Contracts (Rights of Third Parties) Act 1999 Clarification Clause**

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

## **Several Liability Clause**

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



## Claims Conditions

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

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

### Claims procedure

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

If there has been malicious damage theft or attempted theft, **you** must also tell the police immediately - incidents involving personal possessions must be reported with 24 hours.

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

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

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

If the above procedure is not followed, **you** will break a condition of the **policy** and **we** may not meet **your** claim.

### Control of claims

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

### Our special rights

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**We** may enter any part of the property affected by a claim and take possession of it.

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

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

### Contribution

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

### Arbitration

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

### Fraud

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

# How We Settle Claims

## **Buildings, contents and personal possessions sections**

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

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

## **Matching sets suites and carpets**

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

## **Will a deduction be made for wear and tear?**

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**Contents** – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 6).

The **buildings** – If repair or reinstatement is carried out, there will be no deduction, provided that the sum insured represents the full value of the **buildings** and they have been maintained in good repair (see General Conditions on page 6).

# General Exclusions

These exclusions apply throughout **your policy**.

## We will not pay for

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### Riot/Civil Commotion

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

### Sonic Bangs

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

### Pre-existing Damage Liability or Injury

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

### Illegal Activities Exclusion

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

### Reduction in Market Value

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

### Confiscation

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

**The exclusions above do not apply to the following covers:**

- LIABILITY TO **domestic staff**;
- TENANT'S LIABILITY;
- LIABILITY TO THE PUBLIC.

### Pollution/Contamination

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

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

### Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for

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

### War Exclusion

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

### **Electronic Data Exclusion Clause**

**We** will not pay for

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

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

### **Biological and Chemical Contamination Clause**

**We** will not pay for

1. Loss or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;  
directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;
  - Terrorism; and/or
  - Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

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

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

### **Sanctions**

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

# Inflation Protection

To help protect **you** against the effect of inflation, sums insured under **contents** and personal possessions and **buildings** will be adjusted at the end of each month by the percentage increases in the following indices:

## **Contents/Personal Possessions**

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The Consumer Durables section of the Retail Price index compiled by the Office for National Statistics.

## **Buildings**

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The House Rebuilding Cost Index compiled by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.

If an index becomes unavailable, **we** will use a suitable alternative index.

**We** will not reduce the sums insured or monetary limits if an index should fall.

The premium at renewal for the next **period of insurance** will be based on any increased sum insured.

Although **you** have the benefit of inflation protection, **you** should not rely on this alone to keep the **buildings** and **contents** and personal possessions sums insured at the correct level.

The value of **your buildings** or **contents** or personal possessions may be growing faster than inflation – perhaps because of a new extension or acquired items.

It is a condition to insure for the correct sum (see page 6).

# Contents Standard Cover

**Your** certificate will show if this section is in force. Inflation protection applies (see page 12).

Where accidental damage is noted, it will only be in force if it is shown to be insured on your certificate and statement of fact.

What is covered	What is not covered
<p>All of the following things are included, provided that they belong to <b>you</b> or <b>your family</b> or <b>you</b> or <b>they</b> are legally responsible for them and they are mainly used for private purposes:</p> <p><b>Household Goods</b></p> <p>This includes fixtures, fittings and interior decorations.</p> <p><b>Personal Effects</b></p> <p>This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also sports equipment and pedal cycles. It does not include <b>portable electronic goods, valuables</b> or <b>money</b>.</p> <p><b>Valuables</b></p> <p>This means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras and camcorders), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p><b>Money</b></p> <p>This means coins, bank notes in current use, postal orders, postage stamps (which are not part of a collection) trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets (including season tickets) petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p>	<ul style="list-style-type: none"> <li>a) Watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motorcycles, children's motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs models and toys are covered;</li> <li>b) Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in a) above;</li> <li>c) Any living creature;</li> <li>d) Property more specifically insured by any other insurance;</li> <li>e) Documents other than as shown in cover 20;</li> <li>f) Lottery tickets and raffle tickets;</li> <li>g) Any part of the structure of the <b>buildings</b> other than fixtures and fittings for which <b>you</b> are responsible as occupier;</li> <li>h) Property mainly used for business trade profession or employment purposes.</li> </ul>

## What is the most we will pay?

**We** will not pay more in total than the sum insured for **contents** shown in **your policy certificate**; for any one claim under causes 1-11 and covers 12-18, 20, 22-24, 29 and 30. **We** will pay, in addition, amounts due under cover 19 21 and 25-28 up to the limits shown;

The following limits apply:

- For any one **valuable** - 5% of the **contents** sum insured;
- For any one claim for **valuables** - one third of the **contents** sum insured;
- For **money** - £250.

These are the standard limits if **you** have increased any of them the revised limits which apply to **your policy** will be shown in **your certificate**.

What is covered	What is not covered
<p>Loss or damage to <b>your</b> or <b>your family's contents</b> while they are in the <b>home</b> by following causes:</p> <ol style="list-style-type: none"> <li>1. Fire, smoke, explosion, lightning, earthquake.</li> <li>2. Storm or flood. Storms normally means very windy conditions accompanied by heavy rain hail or snow Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.</li> <li>3. Theft or attempted theft. Minimum security precautions <b>endorsement</b> may apply – see <b>certificate</b>.</li> <li>4. Escape of water from:               <ol style="list-style-type: none"> <li>a) A fixed:                   <ol style="list-style-type: none"> <li>i) Water installation;</li> <li>ii) Drainage installation;</li> <li>iii) Heating installation.</li> </ol> </li> <li>b) Washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.</li> </ol> </li> </ol>	<p>The amount of the <b>excess</b> shown in the <b>certificate</b> except for covers 24, 25 and 26.</p> <ol style="list-style-type: none"> <li>1. Smoke, damage arising gradually or out of repeated exposure.</li> <li>2.               <ol style="list-style-type: none"> <li>a) Loss or damage by frost;</li> <li>b) Loss or damage to property in the open;</li> <li>c) Loss or damage caused by rising ground water levels.</li> </ol> </li> <li>3.               <ol style="list-style-type: none"> <li>a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>b) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible irrecoverable or irredeemable for any reason. <b>We</b> will not pay for the following, unless there has been forcible and violent entry to or exit from the <b>home</b>:                   <ol style="list-style-type: none"> <li>a) Loss or damage from the <b>home</b> if any part of it is occupied by anyone but <b>you</b> or <b>your family</b>;</li> <li>b) Loss or damage from any part of the <b>home</b> which is used for any business, trade profession or employment purposes;</li> </ol> </li> </ol> </li> <li>4. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Damage caused by the escape of water is covered but damage to the installation is only covered if an insured cause or cover is operative.</li> </ol>

What is covered	What is not covered			
<p>5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p> <p>6. Malicious persons or vandals.</p> <p>7. Riot, civil commotion, strikes, labour and political disturbances.</p> <p>8. Subsidence or ground heave of the site on which the <b>buildings</b> stand or landslip.</p> <p>9. Collision by:</p> <table border="0" style="margin-left: 20px;"> <tr> <td style="vertical-align: middle;"> <ul style="list-style-type: none"> <li>a) Aircraft;</li> <li>b) Aerial devices;</li> <li>c) Road or rail vehicles;</li> <li>d) Animals.</li> </ul> </td> <td style="font-size: 3em; vertical-align: middle; padding: 0 10px;">}</td> <td style="vertical-align: middle;"> <ul style="list-style-type: none"> <li>or</li> <li>anything</li> <li>dropped</li> <li>from them</li> </ul> </td> </tr> </table> <p>10. Falling trees or branches.</p> <p>11. Breakage or collapse of:</p> <ul style="list-style-type: none"> <li>a) Satellite dishes maximum limit £500;</li> <li>b) TV or radio aerials aerial fittings or masts;</li> <li>c) Lampposts;</li> <li>d) Telegraph poles;</li> <li>e) Electricity pylons poles or overhead cables.</li> </ul> <p><b>The following covers are included in this section:</b></p>	<ul style="list-style-type: none"> <li>a) Aircraft;</li> <li>b) Aerial devices;</li> <li>c) Road or rail vehicles;</li> <li>d) Animals.</li> </ul>	}	<ul style="list-style-type: none"> <li>or</li> <li>anything</li> <li>dropped</li> <li>from them</li> </ul>	<p>5. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.</p> <p>6. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Minimum security precautions <b>endorsement</b> may apply – see <b>certificate</b>.</p> <p>8. We will not pay</p> <ul style="list-style-type: none"> <li>a) For loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>b) For loss or damage caused by faulty or unsuitable materials or design or poor workmanship;</li> <li>c) For loss or damage which but for the existence of this contract of insurance would be covered under any contract or a guarantee or by law;</li> <li>d) For loss or damage whilst the buildings are undergoing any structural repairs, structural alterations, extensions or demolition;</li> <li>e) For loss or damage caused by coastal or river bank erosion.</li> </ul> <p>9. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>a) Domestic pets;</li> <li>b) Insects.</li> </ul> <p>10. a) The cost of removal of the fallen tree or branch. b) loss or damage caused during tree felling lopping or topping.</p> <p>11. Loss or damage to the items themselves. Cover for items in or on the <b>home</b> may be covered – see cover 12 over page.</p>
<ul style="list-style-type: none"> <li>a) Aircraft;</li> <li>b) Aerial devices;</li> <li>c) Road or rail vehicles;</li> <li>d) Animals.</li> </ul>	}	<ul style="list-style-type: none"> <li>or</li> <li>anything</li> <li>dropped</li> <li>from them</li> </ul>		



What is covered	What is not covered
<p>12. HOME ENTERTAINMENT EQUIPMENT Accidental damage to:</p> <ul style="list-style-type: none"> <li>a) Television sets and their aerials;</li> <li>b) Radios, stereos or other audio entertainment equipment;</li> <li>c) Record players, compact disc players and tape recorders;</li> <li>d) Video recorders;</li> <li>e) DVD players, Blue-Ray players or similar visual media players;</li> <li>f) <b>Home</b> computers, games consoles;</li> <li>g) Cable/satellite/digital television receivers.</li> </ul> <p>13. MIRRORS AND GLASS Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a) Mirrors;</li> <li>b) Fixed glass in and glass tops of furniture;</li> <li>c) Ceramic hobs and ceramic tops of cookers;</li> <li>d) Glass oven doors.</li> </ul> <p>14. REPLACEMENT OF LOCKS <b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> <li>a) External doors and windows of the <b>home</b>;</li> <li>b) A safe within or an alarm protecting the <b>home</b>;</li> </ul> <p>following the theft of keys. <b>We</b> will not pay more than £500 for any one claim.</p>	<ul style="list-style-type: none"> <li>12. a) Damage to equipment designed to be portable e.g. laptops, tablets, portable music players, head-phones;</li> <li>b) Mechanical or electrical breakdown or failure;</li> <li>c) Damage to records discs, CDs, DVDs, Blue-Ray Discs, mini-discs or other similar data storage devices;</li> <li>d) Accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> <li>i. Erasure or distortion of data;</li> <li>ii. Accidental erasure or mislaying or misfiling of documents or records;</li> <li>iii. Viruses.</li> </ul> </li> <li>e) Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering;</li> <li>f) Loss arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> <li>g) Damage to equipment not in or on the <b>home</b>;</li> <li>h) Loss or damage by chewing, scratching, tearing or fouling by domestic pets;</li> <li>i) Damage caused by wear and tear;</li> <li>j) Damage caused by rot, fungus, insects or vermin;</li> <li>k) Damage caused by the action of light or any atmospheric or climatic condition;</li> <li>l) Damage caused by any gradually operating cause.</li> </ul> <ul style="list-style-type: none"> <li>13. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>b) Loss or damage to <b>your</b> or <b>your family's contents</b>, while they are not in the <b>home</b>.</li> </ul> <p>14. The cost of replacing keys and locks to a garage or <b>outbuilding</b>. <b>We</b> will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p>

What is covered	What is not covered
<p>15. CREDIT CARD LIABILITY</p> <p><b>You</b> or <b>your family's</b> liability under the terms of any credit card, cheque card or cash dispenser, card agreement as a direct result of its theft from the <b>home</b> and following its unauthorised use by any person not related to or residing with <b>you</b>.</p> <p><b>We</b> will not pay any more than £250 for any one claim.</p> <p><i>Do not forget to immediately inform the police and issuing authorities in the event of a loss.</i></p> <p>16. ACCIDENTAL LOSS OF OIL AND METERED WATER</p> <p><b>We</b> will pay for accidental loss of domestic heating oil and metered water.</p> <p><b>We</b> will not pay more than £500 for any one claim.</p> <p>17. <b>Contents</b> REMOVED TO THE GARDEN</p> <p>Loss or damage by causes 1-11 to <b>contents</b> while in the open within the boundaries of the land belonging to the <b>home</b>.</p> <p><b>We</b> will not pay more than £500 for any one claim.</p> <p>18. TEMPORARY REMOVAL</p> <p>Loss or damage by causes 1-11 to the <b>contents</b> temporarily removed from the <b>home</b> to:</p> <p>a) Any bank or safe deposit;</p> <p>b) Any occupied private dwelling;</p> <p>c) Any building where <b>you</b> or <b>your family</b> are working or temporarily residing while:</p> <p>i) Anywhere in Europe, Jordan, Madeira, the Canary and Mediterranean islands and those countries bordering the Mediterranean;</p> <p>or</p> <p>ii) Anywhere in the world for up to 60 days during any <b>period of insurance</b>.</p> <p><b>We</b> provide insurance protection for <b>contents</b> in the <b>home</b> during normal periods of unoccupancy, for example when <b>you</b> are on holiday.</p> <p><i>However if <b>you</b> are going away for 90 consecutive days or more, if the <b>home</b> is to be vacated, please tell <b>us</b> as this will affect the terms of <b>your policy</b>.</i></p>	<p>15. Any loss unless:</p> <p>a) <b>You</b> or <b>your family</b> have complied with the terms and conditions of the issuing authority;</p> <p>b) Any loss or claim due to accounting errors or omissions.</p> <p>16. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>17. Loss or damage to:</p> <p>a) <b>Valuables</b> or <b>money</b>;</p> <p>b) Plants and trees.</p> <p>18. Loss or damage:</p> <p>a) By theft unless it involves forcible and violent entry to or exit from a building;</p> <p>b) From a caravan, mobile home or motor home;</p> <p>c) Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.</p>

What is covered	What is not covered
<p>19. ALTERNATIVE ACCOMMODATION</p> <p>While the <b>home</b> cannot be lived in because of loss or damage covered by this <b>policy</b>, <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>a) Rent payable for which <b>you</b> are legally liable;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>b) The reasonable increased cost of alternative accommodation for <b>you</b> and <b>your family</b> and <b>your</b> domestic pets.</li> </ul> <p><b>We</b> will not pay more than 20% of the sum insured for <b>contents</b> for any one claim.</p> <p>20. DOCUMENTS</p> <p>Loss or damage by causes 1-11 to documents (other than <b>money</b>) whilst:</p> <ul style="list-style-type: none"> <li>a) Within the main <b>building</b> of the <b>home</b>;</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>b) Deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world.</li> </ul> <p><b>We</b> will not pay more than £250 for any one claim.</p> <p>21. AUTOMATIC INCREASE IN SUM INSURED FOR GIFTS AND PROVISIONS</p> <p>The <b>contents</b> sum insured is automatically increased for gifts and provisions:</p> <ul style="list-style-type: none"> <li>a) During the months of November and December;</li> <li>b) During the period 30 days before and 30 days after <b>your</b> or <b>your family's</b> wedding.</li> </ul> <p><b>We</b> will not pay more than 10% of the sum insured for <b>contents</b> for any one claim.</p> <p>22. VISITOR'S PERSONAL EFFECTS</p> <p>Loss or damage by causes 1-11 to visitor's personal effects whilst contained within the <b>home</b>.</p> <p><b>We</b> will not pay more than £500 for each visitor for any one claim.</p> <p>23. DOMESTIC STAFF'S PERSONAL EFFECTS</p> <p>Loss or damage by causes 1-11 to <b>domestic staff's</b> personal effects contained within the <b>home</b>.</p> <p><b>We</b> will not pay more than £500 for each member of <b>domestic staff</b> for any one claim.</p>	<ul style="list-style-type: none"> <li>20. a) Property more specifically insured by any other insurance;</li> <li>b) Property mainly used for business trade profession or employment purposes.</li> </ul> <p>22. Loss or damage specifically excluded under <b>contents</b> standard cover.</p> <p>23. Loss or damage specifically excluded under <b>contents</b> standard cover.</p>

What is covered	What is not covered
<p>24. <b>ACCIDENTS TO DOMESTIC STAFF</b>  <b>We will pay for your legal liability</b>  for amounts <b>you</b> become legally liable to pay, including costs and expenses which <b>we</b> have agreed in writing, for <b>bodily injury</b> by accident happening during the <b>period of insurance</b> anywhere in the world to <b>your</b> domestic staff employed in connection with the <b>premises</b> shown in the <b>schedule</b>  <b>We</b> will not pay more than £2,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which <b>we</b> have agreed in writing.</p> <p>25. <b>TENANT'S LIABILITY</b>  (applicable if the <b>home</b> is rented)  Any amount that <b>you</b> or <b>your family</b> become legally liable to pay as tenant of the <b>home</b> in respect of:</p> <p>a) Damage to the <b>buildings</b> by any cause specified under buildings standard cover of this <b>policy</b>;</p> <p>b) Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the <b>home</b>;</p> <p>c) Accidental breakage of:</p> <p>i) Fixed glass in:</p> <ul style="list-style-type: none"> <li>• Windows;</li> <li>• Doors;</li> <li>• Fanlights;</li> <li>• Skylights;</li> <li>• Greenhouses;</li> <li>• Conservatories;</li> <li>• Verandahs.</li> </ul> <p>ii) Fixed ceramic hobs or hob covers;</p> <p>iii) Fixed sanitaryware and bathroom fittings.</p> <p><b>We</b> will not pay more than 10% of the sum insured for <b>contents</b> for any claim or series of claims arising from any one event or one source or original cause.</p>	<p>24. <b>We will not pay for your legal liability</b> for <b>bodily injury</b> arising directly or indirectly</p> <ul style="list-style-type: none"> <li>• From the use of any vehicle outside the <b>premises</b></li> <li>• From any vehicle used for racing, pacemaking or speed testing</li> <li>• From any communicable disease or condition</li> <li>• In Canada or the United States of America after the total period of stay has exceeded thirty (30) days in the <b>period of insurance</b></li> <li>• From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.</li> </ul> <p>25. Loss or damage to gates, hedges and fences.</p>

What is covered	What is not covered
<p>26. UNRECOVERED DAMAGES</p> <p><b>We</b> will pay the amount of any award of damages made in <b>your</b> or <b>your family's</b> favour which:</p> <ul style="list-style-type: none"> <li>a) Is in respect of death, bodily injury or illness or damage to property of such nature that <b>you</b> or <b>your family</b> would have been entitled to indemnity under LIABILITY TO THE PUBLIC had <b>you</b> or <b>your family</b> been responsible for the injury or damage;</li> <li>b) Is made by a court within the United Kingdom, the Isle of Man or Channel Islands;</li> <li>c) Is still outstanding six months after the date on which it is made;</li> <li>d) Is not the subject of an appeal.</li> </ul> <p><b>We</b> will not pay more than £1,000,000 in respect of any one award.</p>	

## Contents Additional Cover

Your **certificate** will show if this extension has been chosen

What is covered	What is not covered
<p>28. ACCIDENTAL LOSS OR DAMAGE TO <b>CONTENTS</b> WHILST IN THE <b>HOME</b>.</p> <p>29. HOUSE REMOVAL Accidental loss or damage to <b>contents</b> whilst in the course of removal by professional removal contractors from the <b>home</b> to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>28. a) Any loss or damage specifically excluded under <b>contents</b> standard cover;</p> <p>b) Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>i) By mechanical or electrical breakdown or failure;</li> <li>ii) Arising from the cost of remaking any film disc or tape or the value of any information contained on it;</li> <li>iii) Caused by or in the process of cleaning, maintenance, repair dismantling, restoring, altering, dyeing or washing;</li> <li>iv) By chewing, scratching, tearing or fouling by domestic pets;</li> <li>v) By wear and tear;</li> <li>vi) By rot, fungus, insects or vermin;</li> <li>vii) By the action of light or any atmospheric or climatic condition;</li> <li>viii) By any gradually operating cause;</li> <li>ix) To contact lenses;</li> <li>x) To food drink or plants;</li> <li>xi) Specifically provided for under <b>contents</b> standard cover;</li> <li>xii) To computers or computer equipment: <ul style="list-style-type: none"> <li>• By erasure or distortion of data;</li> <li>• By accidental erasure or mislaying or misfiling of documents or records;</li> <li>• By viruses;</li> <li>• By contamination;</li> </ul> </li> <li>xiii) Arising from depreciation in value or consequential loss;</li> <li>xiv) While the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p>29. Accidental loss or damage:</p> <ul style="list-style-type: none"> <li>a) To <b>money</b>;</li> <li>b) To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors;</li> <li>c) To jewellery;</li> <li>d) During sea transit;</li> <li>e) Whilst the <b>contents</b> are in storage;</li> <li>f) By mechanical or electrical breakdown or failure.</li> </ul>

## Personal Possessions

**Your certificate** will show if this section is in force. Inflation protection applies (see page 12).

### What are personal possessions?

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All of the following things are included provided that they belong to **you** or **your family** or **you** or **they** are legally responsible for them and they are mainly used for private purposes.

#### Personal Effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried and also sports equipment and pedal cycles It does not include **valuables** or **money**.

#### Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

#### Money

This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

If a reduced premium rate applies for items permanently kept in **your** bank, **we** must be notified of their removal otherwise no cover will be operative.

#### Portable Electronic Goods

This means SLR and digital cameras, camcorders, mobile phones, laptops, tablet computers, MP3 or music players, handheld computer consoles, satellite navigation systems, voice recording devices and e-readers.

### What is the most we will pay?

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**We** will not pay more than the sum insured shown in total for personal possessions in **your policy** for any one claim.

NB: The sum insured for Personal Possessions is included within the sum insured for **contents** standard cover and is not in addition to it.

The following limits apply:

- For **money** - £500;
- For credit cards - £250;
- For any one pedal cycle - £400;
- For any one unspecified article - £2,000;

These are the standard limits.

If **you** have increased any of them, the revised limits which apply to **your policy** will be shown in **your certificate**.

What is covered	What is not covered
<p>1. Loss or damage to <b>valuables, money , portable electronic goods</b>, and <b>personal effects</b> belonging to <b>you</b> or <b>your family</b> whilst anywhere in the world.</p>	<p>1. The amount of the <b>excess</b> shown in the schedule</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>a) Arising from the cost of remaking any film, disc or tape or the value of any information contained on it;</li> <li>b) Caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering;</li> <li>c) Caused by chewing, scratching, tearing or fouling by domestic pets;</li> <li>d) Caused by rot, fungus, insects or vermin;</li> <li>e) Caused by any gradually operating cause or wear and tear;</li> <li>f) Caused by theft or attempted theft from an unattended motor vehicle, unless the item(s) are concealed from view, all windows are closed and all doors, including the boot, are locked;</li> <li>g) To items not in the care, custody or control of <b>you</b> or <b>your family</b> or an authorised person;</li> <li>h) Caused by theft or attempted theft from an unlocked hotel room;</li> <li>i) By depreciation in value or consequential loss;</li> <li>j) By mechanical or electrical breakdown or failure;</li> <li>k) To watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children’s motor cycles, children’s motor cars, quad bikes and children’s quad bikes), but lawn mowers, garden implements, wheelchairs, models and toys are covered;</li> <li>l) To parts, accessories, tools and fitted radios cassette players and compact disc players for the things excluded in (k) above;</li> <li>m) By theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle;</li> <li>n) To any property mainly used for business trade profession or employment purpose;</li> <li>o) To plants or any living creature;</li> <li>p) To documents;</li> <li>q) To contact lenses;</li> </ul> <p style="text-align: right;"><i>(continued on next page)</i></p>



What is covered	What is not covered
<p>2. <b>You or your family's</b> liability under the terms of any credit card or cash dispenser card agreement, as a direct result of its unauthorised use by any person not related to or residing with <b>you or your family</b>.</p>	<ul style="list-style-type: none"> <li>r) Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason;</li> <li>s) Specifically provided for elsewhere in this <b>policy</b>;</li> <li>t) To computers or computer equipment: <ul style="list-style-type: none"> <li>i) By erasure or distortion of data;</li> <li>ii) By accidental erasure or mislaying or misfiling of documents or records;</li> <li>iii) By viruses;</li> <li>iv) By contamination.</li> </ul> </li> <li>u) While the <b>home</b> is left <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>v) To property more specifically insured by any other insurance;</li> <li>w) To lottery tickets and raffle tickets.</li> </ul> <p>2. Any loss or claim:</p> <ul style="list-style-type: none"> <li>a) Unless <b>you</b> and <b>your family</b> have complied with the terms and conditions of the issuing authority;</li> <li>b) Due to accounting errors or omissions.</li> </ul>

# Buildings Standard Cover

Your **certificate** will show if this section is in force. Inflation protection applies (see page 12).

## What is the most we will pay?

**We** will not pay more in total than the sum insured shown for **buildings** in your **policy certificate** for any one claim under causes 1-11 and covers 13, 14, 15, 17, 18 and 20. **We** will pay, in addition, amounts due under covers 12, 16 and 19 up to the limits shown.

What is covered	What is not covered
<p>Loss or damage to the <b>buildings</b> by the following causes:</p> <ol style="list-style-type: none"> <li>1. Storm or flood Storm normally means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm unless it is of unusual or extreme intensity.</li> <li>2. Escape of water from or frost damage to:               <ol style="list-style-type: none"> <li>a) A fixed:                   <ul style="list-style-type: none"> <li>• Water installation;</li> <li>• Drainage installation;</li> <li>• Heating installation.</li> </ul> </li> <li>b) A washing machine dishwasher water bed refrigerator or deep freeze cabinet.</li> </ol> <p><b>We</b> will also pay the necessary reasonable costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall floor or ceiling removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.</p> </li> <li>3. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation. <b>We</b> will also pay the necessary costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall floor or ceiling if removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.</li> </ol>	<p>The amount of the <b>excess</b> shown in the <b>certificate</b> (increased for cause 4). Not applicable to cover 19.</p> <ol style="list-style-type: none"> <li>1. Loss or damage:           <ol style="list-style-type: none"> <li>a) By subsidence ground heave or landslip;</li> <li>b) To gates, hedges, fences, drives or paths;</li> <li>c) To radio or television aerials*;</li> <li>d) By frost;</li> <li>e) Caused by rising ground water levels.</li> </ol> <p><i>* May be covered under the contents standard cover section if you have chosen this cover.</i></p> </li> <li>2. Loss or damage:           <ol style="list-style-type: none"> <li>a) While the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>b) By subsidence, ground heave or landslip;</li> <li>c) By dry rot;</li> </ol> <p>Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.</p> </li> <li>3. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>. Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.</li> </ol>

What is covered	What is not covered
<p>4. <b>Subsidence</b> or <b>heave</b> of the site upon which the <b>buildings</b> stand or <b>landslip</b>.</p> <p>5. Theft or attempted theft. Minimum security precautions endorsement may apply – please refer to your certificate and statement of fact.</p> <p>6. Collision by:</p> <ul style="list-style-type: none"> <li>a) Aircraft;</li> <li>b) Aerial devices;</li> <li>c) Road or rail vehicles;</li> <li>d) Animals.</li> </ul> <p style="margin-left: 200px;">} or } anything } dropped } from them.</p> <p>7. Falling trees or branches.</p>	<p>4. <b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a. Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also damaged at the same time by the same event;</li> <li>b. Loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>c. Loss or damage caused by faulty or unsuitable materials or design or poor workmanship;</li> <li>d. Loss or damage which compensation has been provided for or would have been but for the existence of this contract of insurance under any contract or a guarantee or by law;</li> <li>e. Loss or damage caused by coastal or river bank erosion;</li> <li>f. Loss or damage whilst the <b>buildings</b> are undergoing any structural repairs, structural alterations, extensions or demolition;</li> <li>g. Loss or damage caused by normal <b>settlement</b> and / or any general deterioration of the <b>building</b>;</li> <li>h. Loss or damage caused by the action of chemicals on, or the reaction of chemicals with, any materials which form part of the <b>buildings</b>;</li> <li>i. The first £1,000 of every claim unless stated otherwise on your <b>Certificate</b>.</li> </ul> <p>5. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>6. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>a) Domestic pets;</li> <li>b) Insects.</li> </ul> <p>7. a) The cost of removal if the fallen tree or branch has not caused damage to the <b>buildings</b>;</p> <p>b) Loss or damage caused during tree felling lopping or topping.</p>

What is covered	What is not covered
<p>8. Breakage or collapse of:</p> <ul style="list-style-type: none"> <li>a) Satellite dishes;</li> <li>b) TV or radio aerials aerial fittings or masts;</li> <li>c) Lampposts;</li> <li>d) Telegraph poles;</li> <li>e) Electricity pylons poles or overhead cables.</li> </ul> <p>9. Fire, smoke, explosion, lightning, earthquake.</p> <p>10. Malicious persons or vandals.</p> <p>11. Riot, civil commotion, strikes, labour and political disturbances.</p>	<p>8. Loss or damage to the items themselves. Certain items may be covered under the <b>contents</b> standard cover section, if <b>you</b> have chosen this cover.</p> <p>9. Smoke damage arising gradually out of repeated exposure.</p> <p>10. Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>The following covers are included in this section:</b></p> <p>12. DEBRIS REMOVAL AND BUILDING FEES Necessary expenses for rebuilding or repairing the <b>buildings</b> as a result of damage covered by buildings standard cover for:</p> <ul style="list-style-type: none"> <li>a) Architects, surveyors, consulting engineers and legal fees;</li> <li>b) The cost of clearing debris from the site or demolishing or shoring up the <b>buildings</b>;</li> <li>c). The cost to comply with government or local authority requirements.</li> </ul> <p><b>We</b> will not pay more than 10% of the sum insured for <b>buildings</b> for any one claim.</p> <p>13. SERVICE PIPES AND CABLES Accidental damage to:</p> <ul style="list-style-type: none"> <li>a) Cables;</li> <li>b) Drain inspection covers;</li> <li>c) Underground drains pipes or tanks providing services to or from the <b>home</b> and for which <b>you</b> are responsible.</li> </ul> <p><b>We</b> will also pay the necessary and reasonable costs that <b>you</b> incur in locating the source of the damage including the reinstatement of any wall drive fence or path removed or damaged during the search but <b>we</b> will not pay more than £5,000 for locating the source of damage for any one claim.</p>	<p>13. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.</p>

What is covered	What is not covered
<p>14. GLASS AND SANITARY WARE Accidental breakage of:</p> <p>a) Fixed glass in:</p> <ul style="list-style-type: none"> <li>i) Windows;</li> <li>ii) Doors;</li> <li>iii) Fanlights;</li> <li>iv) Skylights;</li> <li>v) Greenhouses;</li> <li>vi) Conservatories;</li> <li>vii) Verandas.</li> </ul> <p>b) Fixed ceramic hobs or hob covers;</p> <p>c). Fixed sanitary ware and bathroom fittings.</p> <p>15. REPLACEMENT OF LOCKS <b>We</b> will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <p>a) External doors and windows of the <b>home</b>;</p> <p>b) A safe within or an alarm protecting the <b>home</b>;</p> <p>following the theft of their keys. <b>We</b> will not pay more than £500 for any one claim.</p> <p>16. ALTERNATIVE ACCOMMODATION While the <b>home</b> cannot be lived in because of loss or damage covered under buildings standard cover. <b>We</b> will pay for:</p> <p>a) The reasonable increased cost of alternative accommodation for <b>you</b> and <b>your family</b> and <b>your</b> domestic pets;</p> <p>or</p> <p>b) The amount of rent <b>you</b> and <b>your family</b> lose.</p> <p><b>We</b> will not pay more than 20% of the sum insured for <b>buildings</b> for any one claim.</p> <p>17. EMERGENCY ENTRY Loss or damage to the <b>buildings</b> caused when the fire police or ambulance service has to force an entry to the <b>buildings</b> because of an emergency involving <b>you</b> or <b>your family</b>.</p> <p>18. CONTRACTING PURCHASER Anyone buying the <b>home</b> who will have the benefit of the buildings section until the sale is completed or the insurance ends, whichever is sooner.</p>	<p>14. a) Loss or damage while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</p> <p>b) Damage to property that does not form part of the <b>home</b>. Remember it is a condition of <b>your policy</b> that the property must be kept in good repair at all times.</p> <p>15. The cost of replacing keys and locks to a garage or <b>outbuilding</b>. <b>We</b> will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p> <p>18. If the <b>buildings</b> are insured under any other insurance.</p>

## Buildings Additional cover

Your **certificate** will show if this extension has been chosen.

What is covered	What is not covered
<p>20. ACCIDENTAL DAMAGE TO THE <b>BUILDINGS</b></p>	<p>20. Accidental damage:</p> <ul style="list-style-type: none"> <li>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under section one;</li> <li>b) for the <b>buildings</b> moving, settling, shrinking, collapsing or cracking;</li> <li>c) for damage while the <b>home</b> is being altered, repaired, cleaned, maintained or extended;</li> <li>d) for damage to outbuildings and garages which are not of <b>standard construction</b>;</li> <li>e) for damage while the <b>home</b> is lent, let or sublet;</li> <li>f) for the cost of general maintenance;</li> <li>g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost;</li> <li>h) for damage caused by faulty or unsuitable materials or design or poor workmanship;</li> <li>i) for damage from mechanical or electrical faults or breakdown;</li> <li>j) for damage caused by dryness, dampness, extremes of temperature or exposure to light;</li> <li>k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks;</li> <li>l) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination;</li> <li>m) the first GBP £100 of every claim, unless a higher buildings excess shows on your <b>certificate</b>.</li> </ul>

## Personal Accident

If **your certificate** shows **you** have **contents** cover this cover is automatically in force.

What is covered	What is not covered
<p>If <b>you</b> or <b>your</b> domestic partner living with <b>you</b> suffers accidental injury within the United Kingdom, the Channel Islands or the Isle of Man as a result of:</p> <ul style="list-style-type: none"><li>a) Accident, assault or fire in the <b>home</b>;</li><li>b) An accident whilst travelling as a passenger on a public service vehicle;</li><li>c) Assault in the street;</li></ul> <p>during the <b>period of insurance</b> which proves fatal within 12 months of its occurrence, <b>we</b> will pay £5,000 to the deceased's legal personal representative(s).</p>	<p><b>We</b> will not pay where:</p> <ul style="list-style-type: none"><li>a) The person is over the age of 75 years;</li><li>b) The incident is not reported to <b>us</b> within 14 days of death.</li></ul>

## Legal Liability to the Public

This section applies only if the **certificate** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this contract of insurance.

### Part A

Part A of this section applies in the following way:

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

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



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

## Part B

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

## Part C

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

## Limit of insurance

**We** will not pay

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

# Endorsements, Special Terms and Conditions

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

## 1. Alarm Clause

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

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

## 2. Jewellery Clause

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**We** will not pay more than £250 for any one claim of, loss of or damage to jewellery or watches by theft or disappearance unless such items are:

- a) Being worn by **you**;
- b) Being carried by hand under **your** personal supervision; or
- c) Deposited in a bank or locked safe or, if **you** are staying in a hotel or motel, unless such items are kept in the principal safe of the hotel or motel.

## 3. Non-Standard Construction Clause

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It is agreed that the private dwelling of the **home** is not of standard construction.

## 4. Subsidence, Heave or Landslip Exclusion Clause

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Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in number 4 of **building** standard cover, is not covered by this insurance.

## 5. Flood Exclusion Clause

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

## 6. Contractors Exclusion Clause

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

## 7. Keys Clause

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

## 8. Thatch Clause

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- All chimneys to solid fuel stoves, boilers and open fires, are kept in a good state of repair and that they are professionally cleaned once a year before winter;
- All old thatch and thatching is burnt at a distance of more than 100 metres from the premises;
- No naked flames or tools producing naked flames be present in the attic or loft space at any time.

If **you** fail to comply with any of the above duties this insurance may become invalid in respect of loss or damage caused by fire.

## 9. Mortgage Interest Clause

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

## 10. Unattended Vehicles Clause

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This insurance does not cover theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.

### **11. FLEA Clause**

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

### **12. Stamp Clause**

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**We** will only pay up to 75% of the Stanley Gibbons valuation in respect of any stamps that are lost or damaged.

### **13. Minimum Security Clause**

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

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

### **14. Musical Instrument Clause**

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

### **15. Flat Roof Clause**

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

### **16. Monthly Payment Clause**

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

### **17. Legal Fees Clause**

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This **policy** includes Legal Protection Cover, in accordance with the enclosed **policy** document.

### **18. Theft limitations Clause**

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This insurance does not cover theft or attempted theft from the **home**, other than as a result of violent and forcible entry.

### **19. Tree Pruning Clause (19)**

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

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

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

### **20. Theft or Attempted Theft and Malicious Damage (20)**

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**We** will not be liable for the first £1,000 of each and every claim arising from theft or attempted theft or malicious damage unless the property is protected by the minimum security, as described in endorsement 13 Minimum Security Clause (13).

### **21. Central Heating Clause (21)**

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

## Making Yourself Heard

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

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

### Who to contact

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

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

### When you contact us

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

So **we** begin by establishing **your** first point of contact.

### Who to contact

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

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

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Policyholder & Market Assistance team at Lloyd's. The contact details are:

Policyholder & Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA

Tel: 020 7327 5693; Fax: 020 7327 5225; E-mail: Complaints@Lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **you** remain dissatisfied after Lloyd's has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

### Financial Ombudsman Service

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

#### From within the United Kingdom

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

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

#### From outside the United Kingdom

Telephone number: +44(0) 20 7964 1000

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

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

### Financial Services Compensation Scheme

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

# Family Legal Expenses Insurance

Your certificate will indicate if this section applies to your policy.

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

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

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

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

## Definitions

**Wherever the following words and phrases appear in the Section 4 of this policy they will always have these meanings:**

### Adviser

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

### Advisers' Costs

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

### Conflict of Interest

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

### Excess

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

**Property Infringement section:** £250.

**All other sections:** Nil.

### Insurance Providers

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

### Insured Incident

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

### Insured Period

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

### Legal Action(s)

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

### Limit of Indemnity

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

All sections: £50,000

### **Standard Advisers' Costs**

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

### **Territorial Limits**

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The United Kingdom

### **We/Us/Our**

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

### **You / Your**

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

### **Vehicle**

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

## A Cover

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

### Consumer Pursuit

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

### Personal Injury

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

### Property Infringement

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

### Property Damage

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



## Consumer Defence

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

## Telephone Helplines

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### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

Simply telephone 0844 770 1040 and quote "City Landlord Family Legal Expenses".

## B General Exclusions

### 1. There is no cover where:

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

### 2. There is no cover for:

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

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

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

### 4. Contracts (Rights of Third Parties) Act 1999

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

## C Conditions

### 1. Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance advisor providing fourteen days written notice. If **you** exercise this right within 14 days of taking out this insurance, **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

**We** may cancel the insurance by giving fourteen days notice in writing to **you** at the address shown on the certificate, or alternative address provided by **you**. No refund of premium shall be made.

### 2. Claims

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

### 3. Disputes

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

### 4. Reasonable Prospects

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

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

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

## **5. English Law**

This contract is governed by English Law.

## D Customer Services Information

### How to make a claim

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

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

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

### Data Protection Act

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

### Customer Service

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

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

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 0844 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## **Authorisation**

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

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

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998

# Home Emergency Protect

## Introduction

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

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

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

## Insurer

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

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

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

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

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

## Definitions

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

### Authorised Service Agent/Contractor

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

### Boiler

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

### Breakdown (Central Heating)

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

### Central Heating Installation

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

### Combination Boiler

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

### Conventional Boiler

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

### Domestic Purposes

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

### Emergency

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

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

### Endorsement

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

### Geographical Limits

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England, Scotland, Wales and, Northern Ireland.

### Helpline

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Customer service – 0208 847 8000  
24hr Home **Emergency** Assistance Insurance – 0844 573 7912

### Our/Us/We

---

UK General Insurance Limited on behalf of Ageas Insurance Limited.



**Pest**

---

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

**Property/Home**

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

**Repairs (Central Heating)**

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

**Repairs (Emergency)**

---

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

**You/Your**

---

The person shown on your certificate.

## What is covered

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

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

## Cover provided

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

### Electricity supply

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

### Primary heating system

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

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

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

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

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

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

- (C) Labour Charges

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

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

### Plumbing and drainage

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

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

### Uninhabitable accommodation cover

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

### Security and glazing

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

### Vermin

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

## Roof

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

## Policy Conditions

### Basis of Contract

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

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

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

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

### Repairs/Replacements

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

### Cancellation

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

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

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

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

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

### Access to Inspect

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

### Pre-Existing Problems

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

## What we will pay (Limits of Indemnity)

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

### Replacement Parts

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

### Beyond Economical Repair

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

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

## What is not covered

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

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

## How to claim

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

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

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT- Please note

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

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

## Requesting Assistance

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

0844 573 7912

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

## Customer Service

### Telephone Calls

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

### Complaints

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

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

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

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

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

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

Telephone number: 0845 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

For complaints relating to claims, please contact:

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

Telephone number: 01332 818139  
Email: [customer.relations@cet-uk.com](mailto:customer.relations@cet-uk.com)



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

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

## **Compensation Scheme**

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

Further information about the compensation scheme is available from [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0207 892 7300.

## **Data Protection Act 1998**

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

CITY LANDLORD IS SPECIFICALLY DESIGNED TO MEET THE GROWING DEMANDS OF LANDLORDS AND TENANTS IN THE RESIDENTIAL & COMMERCIAL LETTINGS MARKET.

ASK ABOUT OUR FULL RANGE OF CITY LANDLORD PRODUCTS & SERVICES:

- RESIDENTIAL LANDLORD INSURANCE
- COMMERCIAL PROPERTY INSURANCE
- HOME BUILDINGS & CONTENTS
- OVERSEAS & UK HOLIDAY HOME
- TENANTS CONTENTS INSURANCE
- PERSONAL POSSESSIONS INSURANCE
- RENT & LEGAL PROTECTION
- TENANT REFERENCING

CITY LANDLORD IS A TRADING STYLE OF HOME AND TRAVEL LTD WHICH ARE REGISTERED IN ENGLAND AND WALES REG NO. 7270270 AND ARE AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY 533383.



City Landlord  
The Business Exchange,  
26/28 Hammersmith Grove,  
London, W6 7BA

Home and Travel Limited trading as City Landlord are registered in England and Wales Reg No. 7270270 and are authorised and regulated by the Financial Conduct Authority 533383. The registered office is 28 Ridgeway Road, Isleworth, Middlesex, TW7 5LA.