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Home Insurance Policy booklet

Legal & General Insurance Limited
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Registered office: One Coleman Street, London EC2R 5AA

Authorised and regulated by the Financial Services Authority.
A member of the Association of British Insurers.

www.legalandgeneral.com

HI PB (1) 06/08



Useful telephone numbers

General enquiries:

Home Insurance

0870 900 3110

Legal helpline

0870 523 4511 (English Law)

0141 332 2887 (Scottish Law)

Domestic emergency helpline

0800 408 9103 (24 hour)

Making a claim:

Home insurance

0870 900 5565

Home Emergency cover

(provided you have selected Buildings cover)

0845 155 6403 (24 hour)

Family Legal Protection (if selected)

0870 523 4511 (English Law)

0141 332 2887 (Scottish Law)

Premium Waiver

Accident & Sickness

Freephone: 0800 072 8315

Unemployment

Freephone: 0800 072 8316

Call charges will vary. We may record and monitor calls.

Contents

	Page
Your Schedule	Enclosed separately
Introduction	3
Policy Definitions	5
Section 1 - Buildings, Property Owners' Liability and Home Emergency Cover	8
Section 2 - Contents and Occupiers' Liability	17
Section 3 - Personal Possessions in and away from the home	30
Section 4 - Family Legal Protection	33
Section 5 - Caravan and Liability to Third Parties	40
Premium Waiver	43
General Exceptions applying to this policy	48
General Conditions applying to this policy	50
Endorsements	53
Customer helplines	61
Making a claim	62
No claims discount	64
Our complaints procedure	65

Introduction

Thank you for choosing Legal & General Home Insurance.

Your policy consists of this booklet and your schedule. It is based on the details you have supplied to us. Please keep all these documents in a safe place.

Your schedule shows those sections you have chosen - please check that you have the cover you want. Premium Waiver is automatically included. If you do have any queries, or wish to change your cover you should contact Legal & General at the address shown on your schedule.

At the end of this booklet we have included advice if you should need to make a claim and what to do if you feel the quality of our service falls below the level you are entitled to expect.

Changing circumstances

Please make sure you tell us as soon as reasonably possible if there are any changes to your circumstances which may affect this insurance. For example, a change of address or a change in the use or occupancy of your home.

If you change your mind

If you decide that you do not want this policy, we will refund any premium already paid for the unexpired period of cover, provided that you notify us no later than 14 days after the start date of your cover, or after you receive your policy, whichever is later.

At renewal, if you decide you no longer want this policy after you have paid the renewal premium, we will refund any premium already paid for the unexpired period of cover, provided that you notify us no later than 14 days after the renewal date.

See also General Condition 3 in this policy which explains what happens if you decide to cancel the policy more than 14 days after its start or renewal.

Financial Services Compensation Scheme

You may be entitled to compensation if we cannot meet our obligations due to insolvency. The Financial Services Compensation Scheme may arrange to transfer your policy to another insurer, provide a new policy or, if this is not possible, provide compensation. Under this policy the first £2,000 of any claim would be met in full. Above this amount, 90% of the remainder will be met.

You can get more information from:

Financial Services Compensation Scheme

7th Floor

Lloyds Chambers

1 Portsoken Street

London

E1 8BN

Telephone number: 020 7892 7300

Email: enquiries@fscs.org.uk

Website: www.fscs.org.uk

The insurance contract

1. The policy booklet, the schedule, any applicable endorsements, appendices and memoranda (that may be issued to **you** at renewal) must be read together as one contract. Any word or expression to which a specific meaning has been given either in the policy definitions or the section definitions bears the same meaning wherever it appears printed in bold type.
2. This policy is for a minimum of 12 months and is an annually renewable contract. In return for having received and accepted **your** first premium, and any further premiums **we** may require, **we** will insure **you** under those sections shown on **your** schedule against loss, damage or liability occurring during the **period of insurance** subject to the terms and conditions of this **policy**.
3. This contract is governed by the law of England and Wales. We will communicate in English throughout the course of this contract.
4. Any reference to legislation in this **policy** means the UK Statute referred to and any equivalent legislation in the Channel Islands and Isle of Man.

For and on behalf of Legal & General.

A handwritten signature in black ink, appearing to read 'P. J. Graham', written in a cursive style.

PETER GRAHAM
Managing Director
Legal & General Insurance

Policy Definitions

Accidental breakage

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

Accidental damage

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

Buildings

The **home**, and its landlord's fixtures and fittings including:

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

all sited within the boundaries of the land belonging to the **home**.

Business equipment

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

Computer virus

Any loss or damage to any property (including computers and loss or corruption of data) caused directly or indirectly by an attack by electronic means including computer hacking or the introduction of any form of computer virus.

Contents

Household goods, personal belongings and **business equipment** owned by **you** or for which **you** are legally responsible including:

- i) pedal cycles, and
- ii) **money**, and
- iii) fixtures and fittings

in the **home**.

but excluding:

- Mechanically-propelled or assisted vehicles and conveyances (other than domestic gardening equipment, mobility carriages and electric wheelchairs) whether licensed for road use or otherwise or parts and accessories on or in any of them
- Caravans, trailers, aircraft, hovercraft, boats or parts and accessories on or in any of them
- Livestock or pets
- Landlord's fixtures and fittings
- Property held or used for business purposes other than **business equipment**
- Any part of the **buildings**
- Property more specifically insured.

Credit cards

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

Electronic equipment

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

Electronic failure

Any loss of or damage to any property (including computers and the loss or corruption of data) caused, directly or indirectly, by the failure of any **electronic equipment**, whether belonging to **you** or not, to correctly recognise, accept, respond to or process any data or part of a data or any data or instruction.

Emergency

A sudden unexpected event involving **your home** which necessitates immediate remedial action to render the **home** safe or secure and avoid initial or further damage.

Excess

The amount **you** must pay towards each and every incident of loss or damage as shown on the policy schedule.

High risk property

- i) articles of jewellery, pearls, gemstones, gold, silver and precious metal
- ii) pictures, works of art and curios
- iii) stamp and coin collections
- iv) computers
- v) software, data, files and downloads stored on any computer, entertainment, audio or video equipment
- vi) clocks and watches

Home

The private dwelling, garage and domestic outbuildings at:

- i) the address stated on the policy schedule
- ii) any other address detailed by endorsement.

Insured person(s)

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

Legal & General

Legal & General Insurance Limited.

Money

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

Pair or set

Articles which are complimentary to one another or used together.

Period of insurance

The period of insurance stated on the policy schedule.

Period of unoccupancy

Any period exceeding 40 consecutive days during which the **home** is not being lived in.

Personal property

Clothing, personal belongings and valuables normally worn or carried about **your** person

but excluding:

- **Money, credit cards**, securities and documents
- Mechanically-propelled or assisted vehicles and conveyances whether licensed for road use or otherwise or parts and accessories on or in any of them
- Pedal cycles, caravans, trailers, aircraft, hovercraft, boats or parts or accessories on or in any of them
- Business or trade goods
- Household goods and domestic appliances.

Policy

The policy booklet, the schedule, and any applicable endorsements, appendices and memoranda which may apply.

Policyholder

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

Repairer

Our approved tradesman.

Sanitaryware

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

Us, we or our

- i) For Section 1 Parts 1 and 2, and Sections 2, 3, 4 and 5, **Legal & General**.
- ii) For Section 1 Part 3, Inter Partner Assistance SA.

You or your

- i) For Sections 1 to 5, the **policyholder** and any member of the **policyholder's** family permanently residing at the **home**.
- ii) For premium waiver, the **policyholder**.

Section 1

Buildings, Property Owners' Liability and Home Emergency Cover

This section only applies if shown on the policy schedule.

See also the policy definitions on pages 5, 6 and 7 and the general exceptions and conditions on pages 48 to 52.

Part 1 – Buildings

The **buildings** are insured against loss or damage caused by:

We will not pay for:

- the **excess** shown on the policy schedule under paragraphs 1 to 15 of this section.

1. Fire, smoke, explosion, lightning or earthquake

2. Riot, civil commotion, strikes or labour disturbances

3. Malicious acts or vandalism

- loss or damage occurring during a **period of unoccupancy**
 - loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.
-

4. Storm or flood

- loss or damage caused by frost, subsidence, heave or landslip
 - loss or damage to fences, gates and hedges.
-

The **buildings** are insured against loss or damage caused by:

5. Subsidence or heave of the site on which the **buildings** stand or landslip

We will not pay for:

- Loss or damage:
 - i) to swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless the **home** is damaged by the same cause and at the same time
 - ii) caused by compaction of infill
 - iii) occurring whilst the **buildings** are undergoing demolition, structural alterations or structural repairs
 - iv) caused by settlement, shrinkage or expansion
 - v) caused by river or coastal erosion
 - vi) arising from defective design, defective materials, or faulty workmanship
 - vii) arising from movement of solid floors unless the foundations beneath the exterior walls of the **home** are damaged by the same cause and at the same time.

6. Theft or attempted theft

- Loss or damage occurring during a **period of unoccupancy**
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

7. Escape of water from any washing machine, dishwasher or plumbed-in domestic water or heating installation

- Loss or damage occurring during a **period of unoccupancy.**
-

The **buildings** are insured against loss or damage caused by:

We will not pay for:

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal

9. Leakage of oil from any fixed oil-fired heating installation

● Loss or damage occurring during a **period of unoccupancy**.

10. Falling trees and branches

● Loss or damage to trees and branches.

11. Falling television and radio receiving aerials, aerial fittings or masts

This section also provides insurance against:

We will not pay for:

12. **Accidental damage** to underground pipes or cables serving the **buildings**

● Damage for which **you** are not legally responsible.

13. **Accidental breakage** of:

● Breakage occurring during a **period of unoccupancy**.

i) fixed glass including ceramic hobs forming part of the **buildings**

ii) fixed **sanitaryware** forming part of the **buildings**

14. Frost damage to any washing machine, dishwasher or plumbed-in domestic water or heating installation

● Loss or damage occurring during a **period of unoccupancy**.

Paragraph 15 only applies if the policy schedule shows that extended accidental damage to buildings is included

The **buildings** are insured against:

15. **Accidental damage** however caused

We will not pay for:

- **Electronic failure**
- The cost of maintenance and routine redecoration
- Damage caused by settlement or shrinkage
- Damage caused by wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions or other gradually operating cause
- Damage caused by chewing, scratching, tearing or fouling by domestic pets
- Damage caused by faulty workmanship, defective design, or the use of defective materials
- Any damage specifically excluded elsewhere in this section.

We also provide cover for:

We will not pay for:

A. Loss of rent and alternative accommodation

During the period **your home** is made uninhabitable by any cause insured under this section **we** will pay for:

- i) loss of rent which ceases to be payable to **you**
 - ii) any ground rent which continues to be payable by **you**
 - iii) the cost of comparable alternative accommodation if **you** are the occupier.
-

B. Any purchaser following the sale of the buildings

If **you** contract to sell the **buildings** the purchaser will be entitled to the benefit of the cover provided by Part 1 of Section 1 of this **policy** between exchange of contracts and completion of the sale provided that:

- i) the purchaser completes the purchase, and
 - ii) the **buildings** are not otherwise insured.
-

C. Additional costs

If the following costs are incurred with **our** consent in making good the insured loss or damage **we** will pay for:

- i) architects', surveyors', consulting engineers' and legal fees
- ii) the cost of clearing the site and making safe the damaged parts of the **buildings**
- iii) costs incurred solely because of the need to comply with any statutory requirement or local authority by-law
- iv) the cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.

- Fees incurred in the preparation of a claim
 - The cost of stabilising the site
 - The cost of removing trees other than as is necessary to enable repairs to be carried out
 - Costs arising from a notice served prior to the date of the loss or damage.
-

We also provide cover for:

We will not pay for:

D. Tracing and accessing leaks

The insurance provided by paragraphs 7 and 9 of this section also covers the reasonable costs involved in tracing the source of the damage and the replacement or repair of any walls, floors or ceilings in the **home** damaged in the course of these investigations.

Inflation Protection under Part 1

This only applies if the policy schedule shows that inflation protection applies to buildings.

The sum insured is linked to the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors. If this index ceases to be published we will use a suitable alternative index.

Each month the sum insured is automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sum insured. For **your** protection, should the index fall below zero we will not reduce the sum insured.

During the period of repairs resulting from loss or damage, the sum insured will continue to be index-linked provided **you** ensure that the work is carried out without delay.

Claims Settlement under Part 1

If the **buildings** are damaged as a result of any of the causes insured under this **policy**:

1. **We** will pay the cost to **us** of any necessary replacement or repair work carried out provided that immediately prior to the incident giving rise to the damage the **buildings** are in good repair.

2. **We** will either make a deduction for wear and tear from the cost to **us** of any necessary replacement or repair work or at **our** option pay the reduction in market value resulting from the damage, where:

- i) replacement or repair is not carried out, or
- ii) immediately prior to the incident giving rise to the damage the **buildings** are not in good repair.

3. The maximum amount **we** will pay in respect of any one claim is:

- | | |
|--|--|
| i) Buildings: (including additional costs)
(see paragraph C) | the sum recorded on the policy schedule |
| ii) loss of rent and alternative accommodation
(see paragraph A) | the sum recorded against the loss of rent and alternative accommodation limit on the policy schedule |
| iii) for tracing and accessing leaks
(see paragraph D) | £5,000 |

The sum insured will not be reduced following payment of a claim provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

Part 2 – Property Owners’ Liability to Third Parties

We will indemnify **you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness)
- loss of or damage to material property caused by an accident occurring during the **period of insurance** and incurred by **you**

i) as owner of the **buildings**

ii) in respect of any buildings previously owned and occupied by **you** for residential purposes and incurred by virtue of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 provided that:

- no other policy covers the liability
- **you** had sold the buildings before the incident giving rise to the liability occurred.

If this **policy** is cancelled when **you** sell **your home** the cover provided by paragraph ii) above will continue for seven years from the date that cover was cancelled, provided no other policy covers the liability.

We will not pay for liability arising from:

- death of or bodily injury (including disease and illness) to **you** or any person employed by **you**
- loss of or damage to material property belonging to **you** or under **your** charge or control
- **your** business or profession, except for the letting of the **buildings** or any part thereof for private residential purposes
- accidents for which **you** may be responsible as occupier of the **buildings**
- the use or possession of lifts or mechanically-propelled vehicles
- a contractual obligation.

Claims Settlement under Part 2

The maximum amount **we** will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident.

We will also pay all legal costs and expenses which **you** have to pay, provided they are incurred with **our** written consent.

If **you** die **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured by this **policy**.

Part 3 – Home Emergency Cover

Cover under this part is insured by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR and claims are managed on their behalf by Homeserve Claims Management Ltd, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ.

Inter Partner Assistance SA is authorised by the Commission Bancaire, Financière et des Assurances (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK.

See the policy definitions on pages 5, 6 and 7.

We will pay for:

Call-out charges, labour and parts or materials for immediate repairs to stabilise and remove the **emergency**.

We will despatch a **repairer** to assess the situation and carry out first aid work arising from:

1. Burst pipes or sudden leakage.
2. Break-in or vandalism, compromising the security of the **home**.
3. Storm damage causing ingress of water or likely to cause further loss or damage to the **home** or its **contents**.
4. Impact damage by falling trees, or by a vehicle or a plane or aerial debris.
5. Failure of **your** domestic water mains supply, **your** gas supply, electricity (on the domestic side of the supply authority's main fuse), drains or sewers, or **your** domestic hot water heating system.
6. Total failure of **your** central heating during cold weather spells, causing **you** unreasonable discomfort or risking frost damage to the **home**.
7. A smashed toilet bowl or cistern, or breakage of the cistern internal mechanism which prevents flushing.
8. First-aid repairs if subsidence or heave or landslip causes sudden damage allowing water to enter or compromise the security of **your home** by breaking external windows, doors or their frames.

We will not pay for:

- Routine day-to-day home maintenance
- In connection with the boiler or warm air unit:
 - i) air locks in the central heating piping
 - ii) malfunctioning of the central heating wall or room thermostats
 - iii) central heating failure to light up after summer shutdown
 - iv) failure of the central heating pump
 - v) failure of zone or changeover valves
 - vi) any claim involving a boiler or warm air unit with an output exceeding 170,000 btu capacity
 - vii) any boiler or warm air unit more than eight years old
 - viii) replacement of any boiler or warm air unit if repair or reinstatement is not possible due to non-availability of parts.
- The following incidents or circumstances:
 - i) breakage of internal glass or of any basin, bath, bidet or shower base
 - ii) failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible
 - iii) the cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the fabric of the **home**.

Claims Settlement under Part 3

The maximum amount **we** will pay for call-out labour and parts or materials arranged by **us** and arising from any one incident is £150 (including VAT).

The maximum amount **we** will pay for call-out labour and parts or materials not arranged by **us** and arising from any one incident is £50 (including VAT).

General Exceptions applying to Part 3

We will not pay for:

1. Circumstances known to **you** at the time of applying for insurance or at any time prior to the commencement of the **period of insurance**.
2. Damage to **contents** of the **home**.
3. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this part), except where the insured event is also covered by **Legal & General**.
4. Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
5. Any wilful act of any **insured person**.
6. Any legal liability or consequential loss arising from the provision of, or any delay in providing the services described in this part, unless negligence on the part of Inter Partner Assistance SA can be demonstrated.
7. Loss or damage directly or indirectly caused by the failure of any **electronic equipment** at any time whether before, during or after the year 2000 to correctly recognise, accept, respond to or process any date or part of a date or any data or instruction.

General Conditions applying to Part 3

1. We will make every effort to provide the full range of services, but remote geographical location or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
2. It is a condition precedent to **us** providing the services detailed in this part that **you** undertake to pay the **repairer** promptly for all work authorised by **you** which is not covered under this part.

REQUESTING ASSISTANCE

First check the circumstances are covered. Having done this, telephone the 24 hour emergency helpline immediately stating your policy number on:

0845 155 6403

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 SHOULD ALWAYS BE REPORTED TO THE LOCAL GAS COMPANY.

Section 2

Contents and Occupiers' Liability

This section only applies if shown on the policy schedule.

See also the policy definitions on pages 5, 6 and 7 and the general exceptions and conditions on pages 48 to 52.

Part 1 – Contents

The **contents** are insured against loss or damage caused by:

1. Fire, smoke, explosion, lightning or earthquake

2. Riot, civil commotion, strikes or labour disturbances

3. Malicious acts or vandalism

4. Storm or flood

5. Subsidence or heave of the site on which **your home** stands or landslip

We will not pay for:

- The **excess** shown on the policy schedule under paragraphs 1 to 14 and H of this section.

- Loss or damage occurring during a **period of unoccupancy**
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants
- **Computer virus.**

- Loss or damage caused by:
 - i) compaction of infill
 - ii) settlement, shrinkage or expansion of the building
 - iii) river or coastal erosion
 - Loss or damage arising from defective design, defective materials or faulty workmanship
 - Loss or damage occurring whilst the **home** is undergoing demolition, structural alterations or structural repairs.
-

6. Theft or attempted theft

- **Money** unless force is used to gain entry to the **home**
- Any loss or damage if the **home** or any part of it is let or lent unless force is used to gain entry to the **home**
- Loss or damage occurring during a **period of unoccupancy**
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

7. Escape of water from any washing machine, dishwasher or plumbed-in domestic water or heating installation

- Loss or damage occurring during a **period of unoccupancy**.

8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal

- Loss or damage caused by domestic pets.

9. Leakage of oil from any fixed oil-fired heating installation

- Loss or damage occurring during a **period of unoccupancy**.

10. Falling trees and branches

11. Falling television and radio receiving aerials, aerial fittings or masts

This section also provides insurance against:

12. **Accidental damage to business equipment**, televisions and their aerials, satellite de-coders, radios, computers and ancillary equipment, video cassette recorders and other recording, audio and video equipment

We will not pay for:

- **electronic failure**
- **computer virus**
- wear and tear
- electrical or mechanical breakdown
- damage caused in the process of cleaning, maintenance, repair or dismantling
- damage to records, cassettes, discs, diskettes or recording tapes
- damage to items designed and intended to be portable (other than computers and televisions) or to hand held computer equipment and games.

-
13. **Accidental breakage** of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture
-

Paragraph 14 only applies if the policy schedule shows that extended accidental damage to contents is included

The **contents** are insured against:

14. **Accidental damage** however caused

We will not pay for:

- **Electronic failure**
- **Computer virus**
- Damage to clothing (including furs), **money**, food and drink
- Damage caused by chewing, scratching, tearing or fouling by domestic pets
- Damage caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light, or other gradually operating cause
- Damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown
- The cost of remaking any film, tape or disc or the value of any information contained on it
- Damage caused during household removal
- Any damage specifically excluded in paragraphs 1 to 11 of this section.

We also provide cover for:

We will not pay for:

A. Alternative accommodation

During the period **your home** is made uninhabitable by any cause insured under this section **we** will pay for the cost of comparable alternative accommodation

B. Loss or damage to contents during household removal

The **contents** are insured against accidental loss or damage whilst in transit between **your home** and **your** new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors including temporary storage of up to three days

- Loss of or damage to china, glass, earthenware and other items of a brittle nature unless they have been packed by professional packers
 - Loss of **money**.
-

C. Your liability as a tenant

We will indemnify **you** against **your** legal liability as a tenant for:

- i) loss, damage or breakage to the **home** and to landlord's fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of Part 1 of Section 1 of this **policy**
 - ii) damage to internal decorations caused by fire or smoke
-

We also provide cover for:

D. Contents temporarily removed from your home

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents**:

- i) in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are residing whilst attending full-time education
- ii) in any bank, safe deposit, occupied private dwelling, building or caravan in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where **you** are residing (other than whilst attending full-time education) or are employed
- iii) elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands

We will not pay for:

- i) theft unless force is used to gain entry to the building
- ii) theft of **money** unless force is used to gain entry
- iii) loss or damage
 - a) caused by storm or flood to property in the open
 - b) caused by theft or attempted theft unless the **contents** are:
 - in a building or caravan and force is used to gain entry, or
 - in transit to or from a bank or safe deposit
 - c) caused by theft of **money** unless the theft is from a building or caravan where force is used to gain entry
 - d) occurring within the boundaries of the land belonging to **your home**.

E. Contents in the open

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to **contents** left in the open but within the boundaries of the land belonging to **your home**

- Loss or damage to pedal cycles
 - Theft of **money**
 - Theft or attempted theft from any unattended vehicle.
-

We also provide cover for:

We will not pay for:

F. Theft of keys

If **your** keys are stolen we will pay for the replacement and installation costs of door locks including keys for any external door of **your home**

G. Personal assault

We will pay **you** or **your** personal representatives £5,000 if **you** die within 60 days as a direct result of injuries received:

- i) in **your home** caused by thieves
- ii) elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands due to robbery or hold-up or any attempt thereat

We will also pay up to a maximum of £100 for theft of **money** from **you** due to robbery or hold-up occurring away from **your home**

- Theft of **money** held or used for business purposes.

H. Freezer contents

We will pay for food in a freezer cabinet or freezer compartment of a refrigerator at **your home** made unfit for human consumption due to:

- i) a rise or fall in temperature
- ii) contamination by refrigerant or refrigerant fumes

We will also pay for the reasonable cost of hiring temporary alternative freezer space if the freezer cabinet or the freezer compartment of the refrigerator in which the food is kept fails

- Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old
- Loss of or damage to food held or used for business purposes
- Loss or damage due to the power supply authority deliberately cutting or reducing the supply to **your home**.

I. Credit cards

We will pay for loss from fraudulent use of **your credit cards** by unauthorised persons

- Loss unless **you** have complied with all the terms and conditions under which **your credit cards** are issued.
-

We also provide cover for:

We will not pay for:

J. Oil and metered water

We will pay for loss of oil or metered water following **accidental damage** to domestic water or heating installations

K. Jury service

We will pay for expenses or loss of earnings as a result of **you** being called for jury service

- The first seven days of any period of jury service
 - Expenses or earnings that can be recovered from any other source.
-

L. Special events

During the period of one month before and one month after a special event or religious festival where the value of **contents** owned by **you** is increased due to purchases related to the special event or religious festival, the **contents** sum insured recorded on the policy schedule is increased by 10%.

M. New purchases

The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, **pair or set of high risk property** up to a maximum of £2,500 occurring within 30 days of purchase and which has not previously been notified to **us**

- Loss or damage to articles for which **you** do not have proof of date of purchase.
-

N. Reinstatement of documents

We will pay the cost of preparing new title deeds to **your home**, bonds and securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of Part 1 of Section 2 of this **policy** whilst in **your home** or whilst kept in **your** bank, building society or solicitor's office

- Negotiable bonds or securities.

Inflation Protection under Part 1

This only applies if the policy schedule shows that inflation protection applies to contents.

The sum insured is linked to the general Retail Price Index published by the UK Government's National Statistics office. If this index ceases to be published we will use a suitable alternative index.

Each month the sum insured is automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sum insured. For **your** protection, should the index fall below zero we will not reduce the sum insured.

Claims Settlement under Part 1

If the **contents** are stolen or damaged as a result of any of the causes insured under this **policy**:

1. **We** will at **our** option:

- i) replace as new, or
- ii) pay the cost to **us** of replacing as new, or
- iii) repair, or
- iv) pay the cost to **us** to repair any item of **contents** (except for clothing more than two years old).

2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if clothing more than two years old is stolen or damaged.

3. The maximum amount **we** will pay in respect of any one claim is:

- | | |
|-------------------------------------|--|
| i) Contents | the sum recorded on the policy schedule |
| ii) High risk property | a) in total, the sum recorded against the high risk property total limit on the policy schedule
b) for a single article, pair or set , the sum recorded against the high risk property single article limit on the policy schedule |
| iii) Business equipment | a) in total, the sum recorded against the business equipment total limit on the policy schedule
b) for a single article, pair or set , the sum recorded against the business equipment single article limit on the policy schedule |
| iv) Pedal cycles in the home | £500 for any one cycle |
| v) Money in the home | £500 |

vi) Alternative accommodation (see paragraph A)	the sum recorded against the alternative accommodation limit on the policy schedule. Rent and other costs and expenses which you would have paid but for the damage will be deducted from any payment made
vii) Your liability as a tenant (see paragraph C)	10% of the sum insured recorded against contents on the policy schedule
viii) Contents temporarily removed from your home (see paragraph D)	15% of the sum insured recorded against contents on the policy schedule
ix) Contents in the open (see paragraph E)	the sum recorded against the contents in the open limit on the policy schedule
x) For loss or damage caused by theft or attempted theft of contents in any garage and domestic outbuilding	the sum recorded against the contents in garages and domestic outbuildings limit on the policy schedule
xi) Theft of keys (see paragraph F)	£500
xii) Personal assault (see paragraph G)	a) £5,000 for death b) £100 for theft of money
xiii) Freezer contents (see paragraph H)	the sum recorded against the freezer contents limit on the policy schedule
xiv) Credit cards (see paragraph I)	£5,000
xv) Oil or metered water (see paragraph J)	£1,000
xvi) Jury service (see paragraph K)	a) £50 per day b) £2,000 in total
xvii) Special events (see paragraph L)	10% of the sum insured recorded against contents on the policy schedule
xviii) New purchases (see paragraph M)	£2,500
xix) Reinstatement of documents (see paragraph N)	£500
xx) External satellite broadcast receiving equipment	5% of the sum insured recorded against contents on the policy schedule

The sum insured will not be reduced following payment of a claim provided that all damage is made good without delay and any reasonable recommendations **we** make to prevent further loss or damage being carried out without delay.

Part 2 - Occupiers' Liability to Third Parties

We will indemnify **you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness)
- loss of or damage to material property caused by an accident occurring during the **period of insurance** incurred by **you**
 - i) as occupier of
 - the **home**
 - land belonging to the **home**
 - any residential premises temporarily occupied for private purposes for no more than 30 days in any one **period of insurance**
 - ii) as an employer of employees involved in domestic duties at **your home**
 - iii) as a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

We will not pay for liability arising from:

- The transmission of any communicable disease by **you**
- Death of or bodily injury (including disease and illness) to **you**
- Loss of or damage to material property belonging to **you** or under **your** charge or control
- Death or bodily injury (including disease and illness) and loss or damage to property arising out of ownership, custody or control by or on behalf of **you** of a dog of a type specified in Section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that Section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991
- Death of or bodily injury to any employee arising out of:
 - i) being carried in or upon a vehicle, or
 - ii) entering or getting on to or alighting from a vehiclein circumstances where any road traffic legislation requires insurance or security
- **Your** business or profession
- A contractual obligation

We will not pay for liability arising from:

- The ownership, use or possession of
 - i) mechanically-propelled vehicles (other than domestic gardening implements used within the boundary of the land belonging to **your home**, mobility carriages and electric wheelchairs)
 - ii) aircraft, hovercraft, lifts or water craft (other than hand-propelled water craft)
 - iii) any caravan or trailer whilst being towed
- The use of firearms other than sporting guns used for sporting purposes
- The use of horses for racing, steeplechasing or hunting
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of **electronic equipment** belonging to **you** or under **your** charge or control.

Claims Settlement under Part 2

The maximum amount **we** will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident.

We will also pay all legal costs and expenses which **you** have to pay, provided they are incurred with **our** written consent.

If the accident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and injury arises out of and in the course of such service or apprenticeship:

- i) the maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one accident
- ii) the maximum amount **we** will pay is inclusive of claimants' costs and expenses and all other costs and expenses incurred with **our** written consent.

If **you** die **we** will indemnify **your** personal representatives against liability incurred by **you** and insured by this **policy**.

Part 3 – Unsatisfied Court Awards

We will pay all sums up to a maximum of £250,000 which **you** have been awarded by a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which still remain outstanding three months after the award has been made provided that:

- i) Part 2 of Section 2 of this **policy** would have operated had the award been made against **you** rather than to **you**
- ii) the incident giving rise to the court proceedings occurred within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and within the **period of insurance**
- iii) there is no appeal waiting to be heard.

Section 3

Personal Possessions in and away from the home

This section and the items within it only apply if shown on the policy schedule. See also the policy definitions on pages 5, 6 and 7 and the general exceptions and conditions on pages 48 to 52.

If the item is shown on the policy schedule we will pay for:

We will not pay for:

- The **excess** shown on the policy schedule under this section

Item 1 - loss of or damage to **your personal property**

- Loss or damage listed under General Exceptions applying to Section 3
- Loss or damage to property specifically insured under Item 4 of this Section.

Item 2 - loss of **your money**

- Loss or damage listed under General Exceptions applying to Section 3
- Loss due to error, omission or depreciation in value
- Loss if not reported to the police.

Item 3 - loss of or damage to **your** pedal cycles

- Loss or damage listed under General Exceptions applying to Section 3
- Loss or damage if the pedal cycle is being used for racing.

Item 4 - loss of or damage to articles specified on the policy schedule

- Loss or damage listed under General Exceptions applying to Section 3.

We also provide cover for:

We will not pay for:

New purchases

The insurance provided by Item 4 of this section also covers loss or damage to any single article, **pair or set of high risk property** up to a maximum of £2,500 occurring within 30 days of purchase and which has not previously been notified to us.

- Loss or damage listed under General Exceptions to Section 3.
- Loss or damage to articles for which **you** do not have proof of date of purchase.

General Exceptions applying to Section 3

We will not pay for:

1. **Electronic failure**
2. **Computer virus**
3. Loss or damage caused by scratching, denting, wear and tear, depreciation, rot, fungus, insects, vermin, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
4. Loss or damage caused by dyeing, process of cleaning or restoring, maintenance, repair or dismantling, electrical or mechanical breakdown.
5. Loss of or damage to:
 - i) **personal property, money** or pedal cycles held or used for business purposes
 - ii) sports equipment whilst in course of play
 - iii) remote-controlled models whilst in operation
 - iv) musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.
6. Loss or damage caused by theft or attempted theft from any unattended vehicle unless:
 - i) all windows and sunroofs are securely closed and all doors and the boot are locked
 - ii) the property is completely concealed within the vehicle in a glove compartment, locked luggage compartment or locked boot.
7. Loss or damage caused by theft or attempted theft of an unattended pedal cycle unless:
 - i) in a locked building, or
 - ii) attached by a security device to a permanently fixed structure, or
 - iii) immobilised by a security device.
8. Loss arising from the cost of remaking any film or tape or the value of any information contained on it.
9. Loss or damage occurring outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands if **you** have spent more than 60 days in total away from this country during the current **period of insurance**.
10. Breakage of articles of a brittle nature unless specified under Item 4 of Section 3.
11. Loss of or damage to **business equipment** unless specified under Item 4 of Section 3.

Inflation protection

The sums insured under items 1, 3 and 4 of Section 3 are linked to the general Retail Price Index published by the UK Government's National Statistics office. If this index ceases to be published we will use a suitable alternative index.

Each month the sums insured are automatically adjusted in line with changes in the index. At renewal the premium will be based on the adjusted sums insured. For **your** protection, should the index fall below zero we will not reduce the sum insured.

VERY IMPORTANT NOTICE

The value of some of your personal possessions, particularly jewellery and other valuables, is likely to fluctuate considerably. We strongly recommend that you review the value of these items regularly and seek professional advice if necessary. Please notify us of any changes you require. Individual articles, pairs or sets valued at, near to or over £1,500 should be specified separately.

In the event of a claim, you will need to provide a professional valuation, receipt or proof of purchase pre-dating the loss as proof of value and ownership. We may not meet your claim, or the amount of the claim may be reduced if you cannot provide such proof.

Claims Settlement under Section 3

1. We will at our option

- i) replace as new, or
- ii) pay the cost to us to replace as new, or
- iii) repair, or
- iv) pay the cost to us to repair

any article insured under Items, 1, 3 or 4 of this section without deduction for wear and tear. For clothing more than two years old insured under Item 1 a deduction will be made for wear and tear.

2. For loss of money we will pay the amount of the loss.

3. The maximum amount we will pay in respect of any one claim is:

i) Item 1 - your personal property	the sum insured recorded on the policy schedule (subject to inflation protection). The maximum amount we will pay for any one article, pair or set is £1,500
ii) Item 2 - your money	the sum insured recorded on the policy schedule
iii) Item 3 - your pedal cycles	the sum insured recorded on the policy schedule (subject to inflation protection). The maximum amount we will pay for any one pedal cycle is the sum recorded on the policy schedule
iv) Item 4 - articles specified on the policy schedule	the sum insured recorded against the article on the policy schedule (subject to inflation protection)
v) Items 1, 2, 3 and 4	£2,000 in the aggregate in respect of loss from any unattended vehicle
vi) New purchases	£2,500

Section 4

Family Legal Protection

This section only applies if shown on the policy schedule.

See also the policy definitions on pages 5, 6 and 7 and the general exceptions and conditions on pages 48 to 52.

Claims under this section are managed by Capita Assistance, a trading division of Capita Commercial Services Limited, on **our** behalf.

Definitions

Conditional fee agreement

A valid agreement made between **you** and **your professional adviser**, with **our** prior written consent where the **professional adviser's** fees and payments or any part of them are payable by **you** only if **your** claim succeeds.

Costs

- i) reasonable unrecovered legal fees and disbursements charged by **your professional adviser**, and
- ii) reasonable legal fees and disbursements **you** are ordered to pay or have agreed to pay (with **our** prior written consent).

Geographical limits

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

Insured event

The first incident which in **our** reasonable opinion could lead to a claim being made under this section. In disputes about loss of employment, **insured event** means the effective date of termination. In tax disputes the **insured event** is **your** receipt of a notice under section 9A of the Taxes Management Act 1970 or the receipt of correspondence under section 29 of that Act.

Legal action

The pursuit or defence of a civil or criminal action relating to an **insured event**. The legal action must take place in a court within the **geographical limits**.

Professional adviser

The firm of solicitors or a suitably qualified tax adviser appointed to act for **you**.

Prospects of success

Where in **our** reasonable opinion:

- i) it is more probable than not that **your** claim will succeed assuming it is determined at a final hearing, and **you** will be able to recover the compensation or relief **you** are seeking, and
- ii) **your** interests cannot be better achieved by other means.

We will pay your costs:

A. To pursue a **legal action** directly arising out of:

- i) **your** death or personal injury
- ii) **you** buying or hiring goods or services for **your** own private use
- iii) actual or imminent physical damage to **your home** or any nuisance or trespass which affects or will affect **your** owning or living in **your home**
- iv) infringement of **your** rights relating to **your** contract of employment

B. To defend a **legal action** directly arising out of:

- i) the private sale by **you** of **your** goods
- ii) a motoring prosecution

C. In relation to an enquiry by the Inland Revenue into **your** private tax affairs following **your** receipt of a notice under section 9A of the Taxes Management Act 1970 or correspondence under section 29 of that Act.

We will not pay if:

● The **costs** are excluded under General Exceptions to Section 4 if:

- i) this is as a result of an accident involving a motor vehicle **you** were driving
- ii) less than £250 is in dispute or the agreement for buying or hiring the goods or services was not made during the **period of insurance**
- iii) the **insured event** happens within 180 days of this insurance starting
- iv) the **insured event** happens within 90 days of this insurance starting.

● The **costs** are excluded under General Exceptions applying to Section 4

- i) less than £250 is in dispute or the agreement for selling the goods or services was not made during the **period of insurance**.

● The **costs** are excluded under General Exceptions applying to Section 4.

General Exceptions applying to Section 4

We will not pay for:

1. The **excess** shown on the policy schedule.
2. Legal **costs** and expenses associated with an appeal unless:
 - i) the appeal relates to an **insured event** that **we** covered under this section, and
 - ii) **you tell us** in writing that **you** want to appeal at least six working days before **you** are required to give notice of appeal, and
 - iii) **we** consider that the appeal has **prospects of success**.
3. Legal **costs** and expenses:
 - i) **you** pay or agree to pay before **we** have accepted **your** claim in writing and the adviser confirms in writing that **we** will co-operate with **you** to comply with this section
 - ii) for more than **we** have agreed
 - iii) where **you** have entered into a **conditional fee agreement** or any other form of alternative funding
 - iv) awarded by an Employment Tribunal or Employment Appeals Tribunal (or equivalent) that **you** are ordered or agree to pay
 - v) of any disciplinary, investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement
 - vi) arising from **your** unreasonable conduct or default or that of **your professional adviser**
 - vii) where **you** do not comply with **your** duties under this section.
4. Any compensation, penalty or taxes.
5. Claims directly or indirectly caused by, arising from or contributed to by:
 - i) any matter connected with **your** business, profession or trade or a venture for gain, unless the **insured event** falls within A.i), A.iv) or B.ii) of 'We will pay **your costs**'
 - ii) an alleged dishonest or malicious act by **you**
 - iii) town and county or equivalent planning laws and regulations
 - iv) anything to do with building, re-building, converting or extending all or part of **your home**
 - v) subsidence, heave, landslip, mining or quarrying
 - vi) patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements
 - vii) anything said or written about **you**
 - viii) divorce, dissolution of civil partnership, matters relating to marriage, living with a partner, residence and contact, maintenance and affiliation
 - ix) any work by or under the order of any government, public or local authority
 - x) any dispute between landlord and tenant or licensor and licensee
 - xi) any dispute in connection with a tax or levy relating to **your** owning or living in **your home**
 - xii) stress, emotional or psychological injury
 - xiii) any dispute in connection with medical treatment, advice, assistance or care whether or not it is given by a medical professional or recognised body
 - xiv) **your** driving a motor vehicle without a valid licence and/or insurance
 - xv) war, terrorism, piracy, invasion or civil unrest
 - xvi) any software, stored program, computer, device or system failing (or partly failing) because of a date-based event.

We will not pay for:

6. Any application for judicial review.
7. Any attendance or representation at an inquest.
8. Travelling expenses, subsistence or loss of earnings for absence from work, except those of an expert witness whose appointment and fees have been agreed by **us** in advance.
9. Any claim made under C of 'We will pay **your costs**'
 - i) where **you** have made a false or deliberately misleading statement to the Inland Revenue in or about **your** accounts, returns or other submissions
 - ii) for any amendment under section 9 (4) of the Taxes Management Act 1970
 - iii) for an investigation or enquiry by the Special Compliance Office (or equivalent) or after transfer of an enquiry to that office
 - iv) where **you** have failed to keep or file accurate, truthful and up-to-date records
 - v) where **you** have failed to comply with statutory time limits or requirements
 - vi) which arises from an enquiry into **your** returns of business income or profits
 - vii) for costs arising after the issue of a notice under section 28A (5) of the Taxes Management Act 1970 notifying **you** that the enquiry has been completed.
10. Any claim
 - i) where the **insured event** does not occur within the **period of insurance**
 - ii) made against **us**, unless the **insured event** falls within A.iv) of 'We will pay **your costs**'
 - iii) arising under the Equal Pay Act 1970 and any amending legislation
 - iv) involving a manufacturer's warranty or guarantee
 - v) more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim
 - vi) arising from a venture for gain or investments of any kind including stocks or shares
 - vii) which is false or fraudulent
 - viii) where **you** are responsible for anything which in **our** reasonable opinion prejudices **our** position.

General Conditions applying to Section 4

1. Reporting of claims

You must:

- i) notify **us** as soon as reasonably possible and within 180 days of an **insured event** of any potential claim, and
- ii) provide, at **your** own cost, any information or evidence that **we** may reasonably require in order to assess **your** claim.

If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim, **you** should telephone **us** and ask to speak to one of **our** legal advisers.

2. Acceptance of your claim

We will pay costs incurred after we accept **your** claim in writing and the adviser confirms in writing that they will co-operate with **you** to comply with this section.

3. Prospects of success

We will pay **costs** as long as we consider that **your** claim has **prospects of success**. If at any stage we consider that **your** claim does not have **prospects of success**, we will provide **you** with a written explanation of **our** decision. We will then not provide any cover for **your** claim. If **you** disagree with **our** decision, **you** can refer the matter to an arbitrator in accordance with General Condition 11 to Section 4.

4. Appointment of a professional adviser

At any time before we agree that legal proceedings need to be issued, we will choose a **professional adviser** to act for **you**. We reserve the right to require **your professional adviser**, where chosen by **us**, to act for **you** under a **conditional fee agreement**.

Only if legal proceedings have been issued, or a conflict of interest arises, can **you** choose a solicitor.

If **you** discontinue **your** instructions to **your professional adviser** without **our** prior written permission, the insurer's liability will stop at once and the insurer may recover any costs already paid from **you**.

5. Conduct of your claim

You must immediately instruct **your professional adviser** to:

- i) provide **us**, as soon as reasonably possible, with:
 - a) their views on whether **your** claim has **prospects of success**
 - b) their hourly rate and his estimate of the total costs of pursuing or defending **your** claim
 - c) any information, document or file (including **your professional adviser's** files) relating to **your** claim, whether or not privileged, that we may request
- ii) keep **us** fully and promptly updated during **your** claim:
 - a) on the progress of **your** claim, including any offers to settle
 - b) of any change in their views as to whether **your** claim has **prospects of success**
 - c) of any change to their estimate of **costs**.

We will only meet the **costs** of **your** claim:

- i) which have been agreed in advance by **us** as to both amount and purpose, and
- ii) so long as there are **prospects of success**.

We will set spending limits for **your professional adviser's** fees and disbursements during **your** claim. If this limit is exceeded without **our** prior written consent, we will not pay for any fees and disbursements above the spending limit. The imposition of such limits will not affect **our** rights under General Condition 10 to Section 4.

6. Co-operation with us and your professional adviser

You will co-operate with:

- i) **us** at all times and reply promptly to any correspondence concerning **your** claim
- ii) **your professional adviser** at all times and provide all information and will attend meetings and hearings whenever requested.

7. Investigation and payment of your claim

We, or agents appointed by **us**, may make investigation into **your** claim.

In **our** absolute discretion, **we** may pay **you** a sum equivalent to **our** reasonable estimate of the value of **your** claim instead of providing cover for **your** costs.

8. Settlement

You or **your professional adviser** must immediately write to tell **us** of any offer made to settle **your** claim including offers relating to costs. **You** must not accept any offers without first obtaining **our** consent. **We** will not withhold **our** consent in relation to an offer that a reasonable adviser would recommend to a private fee-paying client.

If **you** do not accept an offer **we** view as reasonable, **we** will not pay any further costs.

9. Withdrawal and discontinuance

If **you** withdraw or discontinue from **your** claim without **our** prior written consent then **we** will not pay costs and will be entitled to recover from **you** any fees and disbursements paid or incurred prior to withdrawal or discontinuance. **We** will not withhold **our** consent in relation to a withdrawal or discontinuance that a reasonable adviser would recommend to a private fee-paying client.

10. Assessment and recovery of costs

You must, if requested by **us**, instruct **your professional adviser** to submit all of his files and any bill of costs for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by **us**.

You must:

- i) take reasonable steps to recover costs awarded or agreed to be paid to **you**, and
- ii) immediately pay to **us** any costs that have been recovered or instruct **your professional adviser** to do so.

If **you** pay legal costs and expenses above the sum insured recorded on the policy schedule in order to end **your** case, any costs awarded or agreed to be paid to **you** will be divided between **us** and **you** to reflect the amounts that both **we** and **you** have paid or, but for the recovery of costs from **your** opponent(s), would be liable to pay. **You** will pay or instruct **your professional adviser** to pay **us** immediately the amount that is due to **us**.

11. Disputes

Either **you** or **we** may refer any dispute to the arbitration of a single arbitrator who shall be either a solicitor or barrister, agreed by the parties or, failing agreement, chosen by the Chartered Institute of Arbitrators. The arbitration shall be in accordance with the Arbitration Acts in force and shall be binding on the parties. If the arbitrator decides that **you** should pay the costs of the arbitration, **we** will not pay these under this section.

12. Agreement

We are not bound by any agreement that **you** or **your professional adviser** makes without **our** prior approval or consent.

13. Waiver

If **we** waive any right or breach of any term of this section, this will not waive any other right or later breach.

14. Assignment

Your rights under this section may not be assigned. A person, partnership (whether limited or not) or company who is not a party to this section has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

Claims Settlement under Section 4

The maximum amount **we** will pay for any claim or claims arising from an **insured event** or series of **insured events** linked by cause or time is the sum insured recorded on the policy schedule.

Section 5

Caravan and Liability to Third Parties

This section only applies if shown on the policy schedule.

See also the policy definitions on pages 5, 6 and 7 and the general exceptions and conditions on pages 48 to 52.

Part 1 - Caravan

We will pay for loss or damage to:

- the caravan specified on the policy schedule
- furniture, furnishings, fixtures, fittings, household linen and utensils in or attached to the caravan
- clothing and personal articles normally worn or carried about **your** person whilst in the caravan

occurring

- i) anywhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
- ii) elsewhere in Europe for up to 60 days in any one **period of insurance**
- iii) in transit by sea between ports in Europe

We will not pay for:

- The **excess** shown on the policy schedule
 - Loss or damage arising whilst the caravan is being used for business purposes
 - Loss or damage arising whilst the caravan is let for hire or reward
 - Loss or damage caused by wear and tear, depreciation, rot, fungus, insects, vermin, gradually operating cause, electrical or mechanical breakdown
 - Damage to tyres caused by braking, punctures, cuts or bursts
 - Loss or damage caused deliberately by **you** or any person having use of the caravan
 - Loss or damage due to conversion
 - Theft or attempted theft occurring if the caravan has been left unhitched from a towing vehicle for a period exceeding eight hours, unless it has been secured by a hitchlock and/or a wheel clamp or with such other protections as agreed by **us**
 - Loss or damage to equipment, clothing and personal articles by theft or accidental loss occurring when the caravan is left unattended without the doors and windows being closed and locked
-
- Loss or damage caused by
 - i) malicious acts or vandalism
 - ii) theft or attempted theft
 - iii) escape of water from or frost damage to any plumbed-in domestic water or heating installation
 - **Accidental breakage** of fixed glazing and **sanitaryware** forming part of the caravan.

In addition if the caravan is on a fixed site and not being lived in and at the time of the loss or damage has not been lived in for more than 30 consecutive days

If the caravan is damaged by a cause insured under this section we will also pay the reasonable cost of:

- i) its protection and removal to the nearest repairers
- ii) its delivery after repair to **your home**
- iii) any Customs Duty **you** have to pay on the caravan as a result of it being temporarily imported into any country in Europe
- iv) the reasonable cost of alternative accommodation incurred whilst **your** caravan is being repaired up to a maximum of 30 days

We will not pay for:

- iv) a) The cost of alternative accommodation if **your** caravan is being used for business purposes at the time of the loss or damage
- b) Loss of hiring charges

Claims settlement under Part 1

If the caravan suffers loss or damage insured under this **policy**:

1. **We** will at **our** option pay, either

- i) the cost to **us** of repairing the caravan, or
- ii) if the cost of repair exceeds the market value
 - a) the market value if the caravan is more than 12 months old, or
 - b) the cost to **us** of replacement as new if the caravan is less than 12 months old.

2. **We** will at **our** option:

- i) replace as new, or
- ii) pay the cost to **us** of replacing as new, or
- iii) repair, or
- iv) pay the cost to **us** of repairing any item of furniture, furnishings, fixtures, fittings, household linen and utensils or clothing or personal articles in the caravan.

3. The maximum amount **we** will pay in respect of any one claim is:

- | | |
|--|---|
| i) Caravan and its furniture, furnishings, fixtures, fittings, household linen and utensils | the sum insured recorded on the policy schedule |
| ii) Clothing and personal articles | £200 |
| iii) Protection and removal to the nearest repairers, delivery after repair to your home and any Customs Duty you have to pay on the caravan as a result of it being temporarily imported into any country in Europe | £250 |
| iv) Alternative accommodation | a) £20 per day
b) £600 in total |

Part 2 - Liability to Third Parties

We will indemnify **you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness)
- loss of or damage to material property occurring during the **period of insurance** arising from the ownership or use of the caravan
 - i) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands
 - ii) elsewhere in Europe for the purpose of a visit not exceeding 60 days in any one **period of insurance**
 - iii) in transit by sea between ports in Europe

We will not pay for liability arising from:

- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you**
- Loss of or damage to material property belonging to **you** or under **your** charge or control
- An accident occurring whilst the caravan is being towed
- A contractual obligation
- An accident occurring whilst the caravan is being used for business purposes
- An accident occurring whilst the caravan is being let for hire or reward.

Claims Settlement under Part 2

The maximum amount **we** will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident.

We will also pay all legal costs and expenses which **you** have to pay, provided they are incurred with **our** written consent.

We will indemnify any person using the caravan with **your** permission provided they are not entitled to indemnity under any other policy.

If **you** die, **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured by this **policy**.

Premium Waiver

See also the general exceptions and conditions on pages 48 to 52.

Definitions

Benefit

An amount equal to 1/12th of the **household insurance premium**.

Condition

Any sickness, disease or injury (or symptoms of any of these) whether or not it results in a diagnosis.

Disabled/disability

Being under the regular care and attendance of a **doctor** for a **condition** that prevents **you** from carrying out **your** normal occupation (or any job that **you** are reasonably able to do, given **your** experience, education or training).

Doctor

A medical practitioner registered with the General Medical Council and working in the United Kingdom, the Channel Islands or the Isle of Man. The **doctor** who confirms **your disability** when **you** are making a claim cannot be **you** or a relative.

Fracture

A break in the continuity of the bone tissue which requires surgical treatment, traction or reduction under a local or general anaesthetic, or hospitalisation overnight.

Full-time employment

Working for at least 16 hours a week, under a contract of employment that does not have a fixed or implied date for ending. **You** must be receiving a salary or wages and be paying the appropriate National Insurance or Social Security contributions.

Household insurance premium

The amount due shown on **your** schedule.

Personal injury

A sudden and unexpected bodily injury resulting from an external violent and visible means (which does not include any sickness, disease or naturally occurring condition or degenerative process) which results in one of, or a combination of the following injuries:

- i) a **fracture** of:
 - a) hip or pelvis (excluding coccyx);
 - b) leg (including heel and ankle);
 - c) collar bone or arm (including wrist and elbow);
 - d) skull (including jaw, nose and cheek bone);
 - e) breastbone, shoulder blade, kneecap, hand (excluding fingers), foot (excluding toes);

or

- ii) dislocation of spine or hip.

Self-employed/self-employment

Working for at least 16 hours a week for profit in a profession or business, either alone or with others. **You** must be paying the appropriate class of National Insurance or Social Security contributions and be liable to pay income tax under schedule D or equivalent scheme.

Unemployed/unemployment

- i) being entirely without gainful employment (which includes assisting, managing and/or the carrying on of any part of the day-to-day running of a business); and
- ii) being available for and actively seeking work and being able to provide evidence of this; and
- iii) having signed a Jobseeker's agreement (or equivalent) or any such agreement in succession and provided **us** with a copy of the same (unless exempt). Failure to comply with any condition of this agreement may result in the suspension or the stopping of **benefit**.

Winter and dangerous sports

Skiing, ice skating, ice hockey, hunting, competitive driving or riding, riding motorcycles, climbing, mountaineering, pot-holing and bungee jumping.

Work/working

Being in **full-time employment or self-employment**.

Disability and Unemployment Benefit

Benefit will be paid:

If **you** are **working** and **you** become **disabled** or **unemployed** during the **period of insurance**

Benefit will not be paid:

- If **you** are under 18 years or over 65 years of age or receiving a state pension or equivalent pension.
- If **you** have successfully claimed for **personal injury** during the current **period of insurance**.
- For **disability** and **unemployment** at the same time.
- If **you** become **disabled** or **unemployed** as a result of
 - i) a **condition** which **you** had (whether or not **you** knew of it) at the time of this insurance starting, or for which **you** received treatment, or consulted a **doctor** about, in the 12 months before this insurance started
 - ii) a self-inflicted injury sustained in a wilful or criminal act by **you**
 - iii) drinking alcohol or drug abuse.
- For **unemployment**
 - i) as a result of **your** resignation, voluntary redundancy or **your** employer terminating **your employment** on the grounds of misconduct, wilful act or dishonesty
 - ii) for days for which **you** receive payment instead of working **your** notice (that is payment in lieu of notice). **You** will not be considered **unemployed** for these days
 - iii) if **you** are **self-employed** and are unable to provide **us** with proof that **you** have involuntarily ceased trading as a result of **your** business having insufficient assets to meet its debts and liabilities.

Personal Injury Benefit

Benefit will be paid:

If **you** are not **working** and **you** suffer a **personal injury** during the **period of insurance**.

Benefit will not be paid:

- If **you** are under 18 years or over 85 years of age.
- As a result of
 - i) a **condition** which **you** had (whether or not **you** knew of it) at the time of this insurance starting, or for which **you** received treatment for, or consulted a **doctor** about, in the 12 months before this insurance started
 - ii) a self-inflicted injury sustained in a wilful or criminal act by **you**
 - iii) drinking alcohol or drug abuse.
- If **your personal injury** results from **your participation in winter and dangerous sports** or engaging in any dangerous activity except in the attempt to save human life.

General Conditions applying to Premium Waiver

We will cease to pay **benefit** if **you** cancel or fail to renew this **policy**.

There is no cash alternative to the vouchers issued. **You** must redeem all vouchers upon the renewal of this **policy**.

All certificates, information and evidence required by **us** to substantiate a claim must be provided at **your** own expense and must be on the claim form provided by **us**. No **benefit** will be payable if **we** have not received proof to **our** reasonable satisfaction of all facts relevant to **your** claim.

We may reasonably require **you** to be examined by a **doctor** or other specialist at **our** expense. **You** must agree to medical examination and if **you** fail to keep the appointment, **we** may not pay the claim.

Claims Settlement applying to Premium Waiver

1. If **you** pay **your** premium monthly:
 - i) for each complete 30 day period **you** are unable to **work**, **your** Direct Debit will be stopped; and
 - ii) the maximum number of payments **we** will make is 12 or until **you** return to work, whichever is sooner.
2. If **you** pay **your** premium annually:
 - i) for each complete 30 day period **you** are unable to **work**, **you** will receive a voucher for the **benefit**, which can be redeemed against the next renewal of this **policy**; and
 - ii) the maximum number of payments **we** will make is 12 or until **you** return to work, whichever is sooner.
3. For **disability** and **unemployment** claims:
 - i) if a subsequent **disability** claim arises from a condition unrelated to the preceding **disability** claim, in order for the subsequent claim to be valid **you** must have returned to **work** for at least one month between the two **disability** claims;
 - ii) if a subsequent **disability** claim arises from the same (or a related) **condition** as the preceding **disability** claim, or **you** are made **unemployed** again, or **you** have previously received the maximum of 12 **benefit** payments under a claim, **you** must have returned to **work** for at least six months between the two claims in order for the subsequent claim to be valid.
 - iii) if two periods of **disability** or **unemployment** are separated by less than three consecutive months of **work**, **we** will treat them as one continuous period of **disability** or **unemployment** and will re-open the previous claim.

General Exceptions

applying to this policy

We will not pay for:

1. Radioactive contamination

Any loss of or damage to property, consequential loss or legal liability directly or indirectly 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.

2. Pollution and contamination

Any loss, damage or liability arising from pollution or contamination unless caused by

- i) a sudden and unforeseen and identifiable accident, or
- ii) leakage of oil from a domestic oil installation at **your home**.

3. Gradually operating cause

Any loss, damage or liability arising from a gradually operating cause.

4. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

5. Confiscation

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

General Exceptions applying to Sections 1-3 and 5 of this policy

6. Existing damage

Any loss, damage, injury or accident occurring before cover commences.

7. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

8. Wilful acts

Loss or damage caused by **your** own wilful act or the wilful act of any other person permanently residing at the **home**.

9. Matching of items

The costs of replacing any undamaged or unbroken item or parts of items forming part of a set, suite or other article of uniform nature, colour or design when damage or breakage occurs within a clearly identifiable area or to a specific part and replacements cannot be matched.

10. Loss of value and depreciation

Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

11. Consequential loss

Consequential loss of any nature.

12. Terrorism

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

13. Software, data, files, downloads and mobile phone call costs

Any loss, damage or liability arising from:

- i) the erasure, distortion, mislaying or misfiling of any software, data, files and downloads;
- ii) mobile phone call costs.

14. Loss by deception

Loss by deception unless it is only entry into **your home** that is gained by deception.

VERY IMPORTANT NOTICE

Please note that this policy is not a maintenance contract. It does not cover the cost of maintenance, routine decoration or wear and tear.

It is your responsibility to ensure that the property is maintained in good repair.

General Conditions

applying to this policy

1. Payment by instalment

Where reference is made to the payment of premium such reference includes **your** having agreed to pay under an instalment plan. If **we** have agreed to accept the first premium or any subsequent premium by instalment, the **policy** remains an annual contract and if any premium instalment is not received on or before its due date, then all unpaid premium instalments and credit charge become immediately due. Should the full premium and credit charge not be paid within 10 days of **our** giving written notice of non-payment, the **policy** will be cancelled immediately upon expiry of such notice. Following such cancellation **we** will, unless a claim has already been made during the current **period of insurance**, refund any balance of premium paid after deduction of an appropriate charge for the insurance provided to the date of cancellation.

2. What to do to renew this policy

We may offer at **our** discretion to renew this **policy**. If **we** offer to renew this **policy**, **we** will send the **policyholder** details of any new conditions and the premium for the year ahead. If **you** have already given **your** consent for **us** to collect premium payments by direct debit, **we** will continue to take these payments from the designated account unless instructed otherwise.

You must tell us

- i) of any changes to the information on which the **policy** is based.
- ii) if **you** want to change the payment method.
- iii) if **you** do not want to renew this **policy**.

If **we** decide that **we** do not want to renew this **policy**, **we** will, prior to the renewal date, send written notice to the **policyholder** at their last address known to **us**.

3. Cancellation

We may cancel this **policy** by sending seven days' notice in writing to the **policyholder** at their last address known to **us** and refunding any premium already paid for the unexpired period of cover, subject to **your** rights in respect of any prior accident, loss or damage.

The **policyholder** may cancel this **policy** by giving **us** notice. Provided that **you** have not made a claim during the current **period of insurance**, **we** will refund any premium already paid for the unexpired period of cover.

4. Fraud

You must not act in a fraudulent manner.

If any claim made is in any respect fraudulent, or if any fraudulent means or device is used by **you** or anyone acting on **your** behalf to obtain payment under this **policy**, then all benefit under this **policy** will be forfeit and **we** will:

- i) not pay the claim
- ii) not pay any other claim which has or will be made under this **policy**
- iii) cancel cover without any return premium
- iv) be entitled to recover the amount of any claim already paid during the current **period of insurance**
- v) inform the police.

5. Compliance with terms

Our liability to make payment under the **policy** will be conditional upon the compliance with the terms and conditions of this **policy**.

6. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance, we will be liable only for our rateable proportion of such loss, damage or liability.

General Conditions applying to Sections 1-3 and 5 of this policy

7. Your duty to prevent loss or damage

You must maintain the **buildings** in a sound condition and in good repair.

You must take all reasonable steps to safeguard any **buildings, contents** or property against loss or damage and to prevent accidents. In the event of loss or damage occurring, you must take all reasonable steps to prevent further loss or damage to **your** property.

8. Changes in risk

You must tell **us** as soon as reasonably possible of any change in circumstances that may increase the possibility of loss, damage or injury. (Examples of such circumstances are contained on page 2 of this policy booklet. These examples are an indication and are not exhaustive.)

9. Your obligations following a claim

In the event of a claim or possible claim under this **policy** you must not negotiate, admit liability or make any offer or promise or payment without **our** written consent. Additionally, the **policyholder** must:

- i) inform the police as soon as is reasonably possible if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts, vandalism or loss of property
- ii) notify **us** as soon as reasonably possible giving full particulars of the occurrence
- iii) give **us** written notice as soon as possible, but no later than seven days, after you have knowledge of any pending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under this **policy**
- iv) send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. We will refund **your** reasonable costs
- v) as soon as reasonably possible after the injury, loss or damage, deliver a written claim to **us** with such detailed particulars and proofs, certificates or other documents as we may reasonably require. In the event of the claim being met under the terms of this **policy**, we will refund **your** reasonable costs
- vi) give all such information and assistance as we may reasonably require.

10. Our rights following a claim

In the event of a claim or possible claim under this **policy**, we will be entitled at **our** discretion to:

- i) repair, reinstate or replace the property lost, damaged or stolen or pay the cost to **us** of repair, reinstatement or replacement. Wherever possible **we** will arrange repair or reinstatement through **our** nominated repairer and replacement networks
- ii) in an emergency enter the buildings where the loss or damage has occurred and for the purpose of safeguarding the insured property against further loss or damage, take and keep possession of the property insured and deal with the salvage in a reasonable manner. No property may be abandoned to **us**
- iii) exercise sole control at **our** cost over dealings with any third party claim and associated legal proceedings relevant to it. **We** shall keep **you** informed of all developments
- iv) pursue in **your** name, but for **our** benefit and at **our** cost, any claims for damages or indemnity.

Endorsements

The following endorsements apply only if they are shown on the policy schedule under the heading Endorsements Applicable.

BD01 Unoccupancy Conditions

1. The exclusion of loss or damage occurring during a **period of unoccupancy** applying to paragraphs 3, 6, 7, 9, 13 and 14 of Part 1 of Section 1 of this **policy** is deleted.
2. We shall not be responsible for the first £200 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of Part 1 of Section 1 of this **policy** in addition to any other amount for which **you** are responsible.

CT01 Property Let

1. In respect of the insurance under Part 1 of Section 2 of this **policy** the definition of **contents** is restated as:

Contents

Household goods, furniture, furnishings, fixtures and fittings belonging to **you** or for which **you** are legally responsible in the **home**.

but excluding

- Landlord's fixtures and fittings
- Any part of the **buildings**
- Property more specifically insured
- Property belonging to or the responsibility of any tenant.

2. Paragraph 6 of Part 1 of Section 2 of this **policy** is restated as:

The **contents** are insured against loss or damage caused by:

6. Theft or attempted theft

We will not pay for:

- Any loss or damage unless force is used to gain entry to the **home**
- Loss or damage occurring during a **period of unoccupancy**
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

3. There is no insurance under:

- i) paragraphs A to N of Part 1, or
 - ii) Part 2, or
 - iii) Part 3
- of Section 2 of this **policy**.

CT02 Paying Guests Allowed

Part 2 of Section 2 of this **policy** is restated as:

Part 2 – Occupiers’ Liability to Third Parties

We will indemnify **you** against liability at law for damages payable in respect of:

- death or bodily injury (including disease and illness)
- loss of or damage to material property caused by an accident occurring during the **period of insurance** incurred by **you**
 - i) as occupier of
 - a) the **home** provided that if the **home** is let to lodgers or paying guests, the number of lodgers or paying guests at any one time does not exceed:
 - six during the period April to October (inclusive), and
 - four during the period November to March (inclusive)
 - b) land belonging to the **home**
 - c) any residential premises temporarily occupied for private purposes for no more than 30 days in any one **period of insurance**
 - ii) as an employer of employees involved in domestic duties at **your home**
 - iii) as a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.

We will not pay for liability arising from:

- The transmission of any communicable disease by **you**
- Death of or bodily injury (including disease and illness) to **you** or any person employed by **you** in connection with the letting of any part of the **home** to lodgers or paying guests
- Loss of or damage to material property belonging to **you** or under **your** charge or control
- Death or bodily injury (including disease and illness) and loss or damage to property arising out of ownership, custody or control by or on behalf of **you** of a dog of a type specified in Section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that Section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991
- Death of or bodily injury to any employee arising out of
 - i) being carried in or upon a vehicle, or
 - ii) entering or getting on to or alighting from a vehiclein circumstances where any road traffic legislation requires insurance or security
- **Your** business or profession but this does not apply to the letting of any part of the **home** to lodgers or paying guests or for private residential purposes
- A contractual obligation

We will not pay for liability arising from:

- The ownership, use or possession of
 - i) mechanically-propelled vehicles (other than domestic gardening implements used within the boundary of the land belonging to **your home**, mobility carriages and electric wheelchairs)
 - ii) aircraft, hovercraft, lifts or watercraft (other than hand-propelled watercraft)
 - iii) any caravan or trailer whilst being towed
- The use of firearms other than sporting guns used for sporting purposes
- The use of horses for racing, steeplechasing or hunting
- Loss or corruption of data directly or indirectly caused by the failure or malfunction of **electronic equipment** belonging to **you** or under **your** charge or control.

Claims Settlement under Part 2

The maximum amount we will pay is £2,000,000 in respect of any one claim or number of claims arising out of any one accident.

We will also pay all legal costs and expenses which **you** have to pay provided they are incurred with **our** written consent.

If the accident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and the injury arises out of and in the course of such service or apprenticeship

- i) the maximum amount we will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one accident
- ii) the maximum amount we will pay is inclusive of claimants' costs and expenses and all other costs and expenses incurred with **our** written consent.

If **you** die, we will indemnify **your** personal representatives against liability incurred by **you** and insured by this **policy**.

CT03 Forcible and Violent Theft Only

Paragraph 6 of Part 1 of Section 2 of this **policy** is restated as:

The **contents** are insured against loss or damage caused by:

6. Theft or attempted theft

We will not pay for:

- Any loss or damage unless force is used to gain entry to the **home**
- Loss or damage occurring during a **period of unoccupancy**
- Loss or damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

CT04 Unoccupancy Conditions

1. The exclusion of loss or damage occurring during a **period of unoccupancy** applying to paragraphs 3, 6, 7 and 9 of Part 1 of Section 2 of this **policy** is deleted.
2. **We** shall not be responsible for the first £200 of each and every incident of loss or damage under paragraphs 3, 6, 7 and 9 of Part 1 of Section 2 of this **policy** in addition to any other amount for which **you** are responsible.

CV01 Caravan Hired Out

1. **We** shall not be responsible for the first £250 of each and every incident of loss or damage under Part 1 of Section 5 of this **policy** in addition to any other amount for which **you** are responsible.
2. The exclusion of loss or damage arising whilst the caravan is let for hire or reward under Part 1 of Section 5 of this **policy** is deleted.
3. The exclusion of liability arising from an accident occurring whilst the caravan is being let for hire or reward is deleted.

CV02 More than one Caravan Insured

The limitations and exclusions in Section 5 of this **policy** apply separately to each caravan (including furniture, furnishings, fixtures, fittings, household linen and utensils and clothing and personal articles) in the same manner as if each had been insured by a separate policy.

PP05 Service Personnel

The insurance by Section 3 of this **policy** is subject to the following additional exception

We will not pay for:

12. Loss or damage arising directly out of and in the course of **your** occupation as a member of Her Majesty's Forces.

PY01 Minimum Standards of Security

There is no liability under Sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from the **home** unless:

1. The **home** is secured in accordance with our Minimum Standards of Security as detailed in 4 below or with such other protections as agreed by **us**.
2. The security devices fitted to the **home** are put effectively into operation and keys are withdrawn from the locks and placed where they cannot be seen by anyone intent on making an unauthorised entry whenever the **home** is left without a responsible person in attendance.
3. Other than for windows in occupied bedrooms the security devices fitted to the **home** are put effectively into operation immediately before **you** or **your** domestic employees retire for the night.
4. Minimum standards of security for doors and windows

Doors	Timber	PVC-U	Aluminium
Hinged final exit door	A plus B or C	T plus C	B or C
Sliding doors	D plus E or F or G	D plus G	D plus E or F or G
Double leaf French doors	A plus H or I or J	T plus M or N	H or I or J or M
Other external doors	A plus K or L or C	T plus C	K or L or C
Garage doors and domestic outbuilding doors	T plus B or C or U	T plus C	B or C

Windows	Timber	PVC-U	Aluminium
All accessible windows* less than 60cm (2 ft) in height or width (excluding louvre windows)	O or P or Q or R	O or P or Q or R	O or P or Q or R
All accessible windows* more than 60cm (2 ft) in height or width (excluding louvre windows)	R or a minimum of two of either O or P or Q	R or a minimum of two of either O or P or Q	R or a minimum of two of either O or P or Q
Louvre windows	S	S	S
Ground floor openings 23cm x 23cm and larger eg. cat/dog flaps, service cupboards	O or P or Q	O or P or Q	O or P or Q

* Accessible windows are those at ground or basement level, and others accessible without the use of a ladder, such as those with balconies, those above single storey extensions, or those near to downpipes.

Key

- A. Two hinge bolts to each leaf of any outward opening door.
- B. A BS3621 lock, carrying the BSI Kitemark, with the appropriate striking plate.
- C. A multi-point locking system with a minimum of three locking points.
- D. Anti-lift devices.
- E. Any existing lock plus one key-operated patio door lock or key locking bolt, at the bottom of the door (and the top of the door if practical to do so).
- F. A BS3621 hook bolt lock, carrying the BSI Kitemark, with the appropriate striking plate.
- G. A multi-point locking system with a minimum of three locking points.
- H. A key-operated rim or mortice security bolt key-operated on the inside only fitted vertically to the top and to the bottom of the first closing door locking into the head and sill of the door frame and a BS3621 lock, carrying the BSI Kitemark, with the appropriate striking plate fitted to the second closing door.
- I. Any existing lock plus a key-operated rim or mortice security bolt key-operated on the inside only fitted vertically to the top and to the bottom of both opening doors, locking into the head and sill of the door frame.
- J. Any existing lock plus lever action flush bolts fitted to the top and to the bottom on the edge of the stile of the first closing door plus a key-operated rim or mortice security bolt key-operated on the inside only fitted vertically to the top and to the bottom of the second closing door locking into the head and sill of the door frame.
- K. A BS3621 lock with the appropriate striking plate and a key-operated rim or mortice security bolt key-operated on the inside only fitted approximately a quarter of the door height from the top and bottom of the door, locking horizontally into the door frame.
- L. An acceptable alternative lock with the appropriate striking plate, as agreed by us, and a key-operated rim or security or mortice security bolt key-operated on the inside only fitted approximately a quarter of the door height from the top and bottom of the door, locking horizontally into the door frame.
- M. A multi-point locking system fitted to the second closing door incorporating vertical shoot bolts locking into the head and sill of the door frame and (after operating the handle where applicable) all locked simultaneously by a single turn of a key.

- N. Lever action flush bolts, fitted to the leading edge of the first closing door locking vertically into the head and sill of the door frame, and a multi-point locking system fitted to the second closing door incorporating vertical shoot bolts locking into the head and sill of the door frame and (after operating the handle where applicable) all locked simultaneously by a single turn of the key.
- O. A window lock with a removable key.
- P. A locking handle with a removable key.
- Q. A rim or mortice security bolt with a removable key.
- R. A multi-point locking system with removable key.
- S. Replace windows or all panes of glass in louvre windows should be securely fixed, with suitable adhesive, into their brackets or suitable grilles, bars or shutters fitted.
- T. Protection from hinge pin removal or hinge bolts.
- U. A padbolt or heavy duty padbar securely bolted to the door and frame and fitted with a closed shackle padlock. Exposed hinges should be bolted to the door and door frame, and two hinge bolts fitted to each opening door. The heads of fixing screws and bolts should be de-faced or security screws used.

PY02 Security

There is no liability under Sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from the **home** unless:

1. The security devices fitted to the **home** are put effectively into operation and keys are withdrawn from the locks and placed where they cannot be seen by anyone intent on making an unauthorised entry whenever the **home** is left without a responsible person in attendance.
2. Other than for windows in occupied bedrooms the security devices fitted to the **home** are put effectively into operation immediately before **you** or **your** domestic employees retire for the night.

PY03 Intruder Alarm

There is no liability under Sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from the **home** unless the following requirements are met by **you** or by a responsible person acting on **your** behalf.

1. The intruder alarm installed at **your home** must be kept in proper working order under a continuing maintenance contract with the installing company or such other company as agreed by **us**.

2. **Your** intruder alarm (or such parts of **your** intruder alarm as may be agreed by **us**) must be set before **you** or **your** domestic employees retire for the night.
3. **Your** intruder alarm must be set whenever the **home** is left without a responsible person in attendance.
4. **Your home** must not be left without a responsible person in attendance unless, as far as **you** or **your** representatives are aware, the intruder alarm including all telecommunication lines used to transmit any signal or call is fully operational and working.
5. **Your** intruder alarm must not be altered or replaced without **our** prior agreement.
6. **You** must tell **us** immediately if the police give formal notice to **you** of withdrawing response to signals or calls made by **your** intruder alarm.

PY09 Unoccupancy Conditions

1. The exclusion of loss or damage occurring during a **period of unoccupancy** applying to paragraphs 3, 6, 7, 9, 13 and 14 of Part 1 of Section 1 and paragraphs 3, 6, 7 and 9 of Part 1 of Section 2 of this **policy** is deleted.
2. **We** shall not be responsible for the first £200 of each and every incident of loss or damage under paragraphs 3, 6, 7, 9, 13 and 14 of Part 1 of Section 1 and paragraphs 3, 6, 7 and 9 of Part 1 of Section 2 of this **policy** in addition to any other amount for which **you** are responsible.

PY11 Jewellery Protection (3)

The maximum amount that **we** will pay in respect of one claim under this **policy** for a single article of jewellery or watch is £10,000 and for jewellery and watches in total is £20,000, unless the article(s) is/are:

- i) being worn; or
- ii) in a room occupied by the **policyholder**; or
- iii) in a securely fixed locked safe; or
- iv) deposited in a bank or safe deposit.

Subject otherwise to the limits, terms, exceptions and conditions of this **policy**.

PY12 Delayed installation of security

- 1 It is a requirement of this **policy** that the **home** is secured in accordance with **our** minimum standards of security. If **you** do not comply with this requirement within 30 days of receipt of this endorsement by **you**, there will be no cover under Sections 2 and 3 for loss or damage by theft or attempted theft from the **home**.
- 2 Endorsement PY01 does not apply until:
 - i) 30 days after receipt of endorsement by **you**, or:
 - ii) such time as the **home** is secured in accordance with **our** minimum standards of security whichever is earlier.

PY13 Proof Of Value

It is a requirement of this **policy** that **you** provide **us** with proof of value and ownership acceptable to **us** in respect of any item specified on the schedule which would cost more than £5,000 to replace. If **you** do not comply with this requirement within 30 days of the commencement of cover there will be no insurance under this **policy** for the item(s).

Customer helplines

The following customer helplines are available to you as a Legal & General policyholder. You may use these 24 hours a day, 365 days a year, except for the tax helpline which is available between 9am and 5pm Monday to Friday (other than public holidays).

Legal and tax advice

Expert advice on any personal legal or tax problem directly affecting you. The helpline does not provide advice in relation to your business, trade or profession.

The advice available from the helpline is limited to the law and practice of Great Britain, Northern Ireland, and the Isle of Man and the Channel Islands, except the tax helpline, which is limited to the law and practice of Great Britain and Northern Ireland.

If we consider it appropriate, the advice given will be confirmed in writing.

The helpline is free of charge to you other than the cost of the phone call.

Certain legal costs and expenses may be covered by your policy under Section 4 - Family Legal Protection if this section has been chosen.

If you need advice phone:

0870 523 4511 (English Law)

or

0141 332 2887 (Scottish Law)

Domestic emergency

Certain home emergency costs may be covered by **your** policy under Section 1 part 3, if Section 1 Buildings, Property Owners' Liability and Home Emergency cover has been chosen. Please turn to page 63 if **you** have this section of cover for the correct number to call.

If **you** haven't taken this section of cover **you** can phone the emergency helpline on **0800 408 9103**.

You will be responsible for the tradesman's fees, but if the damage is covered by **your** policy **you** may submit a claim in the usual way.

Making a claim

In the event of accident, loss or damage to your home or property that might give rise to a claim, these are the steps you should take.

Check whether you are covered

- Check your schedule, which lists the sections under which you are insured.
- Refer to the appropriate section in your policy booklet. In it you will find details of the property insured and the cover which applies, including details of any exceptions (these are usually shown on the right hand side of the page). Remember under “Claims Settlement” are a number of conditions which may affect the amount of any claim settlement. Finally, also take account of all general exceptions and conditions.

To make your claim

Sections 1 (excluding Home Emergency Cover), 2, 3 and 5

Contact us as soon as possible (especially if the damage is extensive or is caused by riot).

We believe claiming should be straightforward, so all you need to do is pick up the phone and call **0870 900 5565** and we will manage the crisis for you. Our staff are ready to help you 24 hours a day.

Our address is:

Legal & General Insurance,
Centre City House,
The Podium,
5 Hill Street,
Birmingham
B5 4US.

We have a nationwide network of repairers and suppliers, all carefully selected for their expertise and professional reputation, ready to help you. You do not usually need to fill in a claim form or get estimates. We will keep in touch by phone to let you know what is happening and we will write to confirm your claim details.

Some notes for your guidance

- If a burglary occurs or you lose valuables, you should tell the police as soon as reasonably possible. You should also tell them as soon as possible about any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbance.
- We may ask an independent loss adjuster to visit you, in which case we will let you know.

If you are in any doubt as to what you should do, or you need help in making your claim, please telephone us.

Complicated claims, such as those for subsidence, may take longer than usual to complete, so we will give you the name of a personal contact who will keep you informed about the progress we have made.

Section 1 Home Emergency Cover only

Telephone the 24 hour emergency helpline provided by Homeserve Claims Management immediately stating your policy number on **0845 155 6403**.

Their address is Homeserve Claims Management Ltd, Fulwood Park, Caxton Road, Fulwood, Preston PR2 9NZ.

Major emergencies which may result in serious damage or danger to life and limb should immediately be advised to the public supply authority, or in case of difficulty, to the public emergency services. Suspected gas leaks should always be reported to the local gas company.

Section 4 Family Legal Protection only

Telephone the legal helpline for a claim form as soon as possible on:

0870 523 4511 (English Law)

0141 332 2887 (Scottish Law)

When you have completed the claim form you should return it as soon as possible to:

Capita Insurance Services
Stephenson Road
The Business Park
Colchester
CO4 9QG

Premium Waiver only

Contact us for a claim form as soon as possible on;

Accident & Sickness

FREEPHONE: **0800 072 8315**

or

Unemployment

FREEPHONE: **0800 072 8316**

Complete the relevant sections of the claim form and return it as soon as possible to:

Legal & General Insurance Ltd.
City Park
The Droveaway
Hove
BN3 7PY

No claims discount

If a claim is not made under Section 1 Buildings, Section 2 Contents or Section 3 Personal Possessions of the **policy**, the next renewal premium will reflect the no claims discount indicated in the following table, according to **your** continuous claim-free **period of insurance**.

Continuous claim-free period of insurance	No claims discount
1 year	10%
2 years	15%
3 years	20%
4 years or more	25%

If **you** make one claim during a **period of insurance**, **your** no claims discount at the next renewal will be reduced as follows:

Current no claims discount	No claims discount at next renewal
10%	Nil
15%	Nil
20%	10%
25%	15%

If **you** make two or more claims during a **period of insurance**, **your** no claims discount at the next renewal will be reduced to nil.

NB: Where a claim or claims are made under Section 1 Buildings, only the no claims discount for that section will be affected. Where a claim or claims are made under Section 2 Contents and Section 3 Personal Possessions is also insured, the no claims discount for both those sections will be affected. Similarly, a claim or claims against Section 3 Personal Possessions will also affect the no claims discount for Section 2 Contents.

Our complaints procedure

Legal & General is committed to ensuring that you are treated in a well-informed manner, with fairness, with courtesy and with a respect for your insurance needs.

As you would expect, Legal & General's commitment extends to dealing with any possible dissatisfaction you may have in a straightforward, helpful way. We believe the key to customer satisfaction is to provide speedy access to those best placed to resolve issues quickly and efficiently.

If you have a complaint

Please contact us quoting your policy number or claim number. You should address your complaint to:

The Customer Relations Manager
Legal & General Insurance
Centre City House
The Podium
5 Hill Street
Birmingham
B5 4US
or telephone us on **0870 900 3110**.

If you remain dissatisfied, you can complain to:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone number **0845 080 1800**.
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Making a complaint will not affect your legal rights.