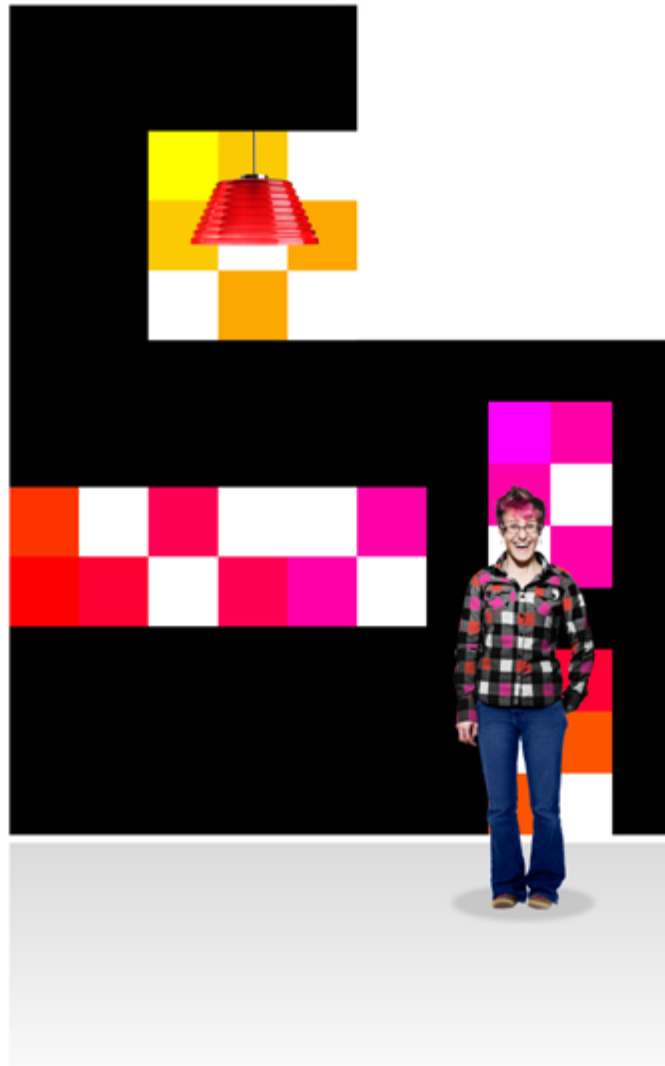


# Relax, you're covered

Your home insurance policy explained



# Welcome to HomeProtect home insurance

Thank you for choosing HomeProtect. We're delighted to announce that in 2015 HomeProtect has been benchmarked with other home insurance products across the UK, by independent research company Defaqto, and has received the top 5 Star Rating for our Home Insurance product. You can rest assured that HomeProtect provides one of the highest quality offerings in the market.

This booklet contains everything you need to know about your policy and how to get in touch with us. So you can be sure that your policy covers everything you need, please take a few moments to check through the following simple steps:-

- 1 Read through this booklet, insurance schedule and the statement of fact so you're clear on what you are covered for and what you are not.
- 2 Pay particular attention to the general conditions and exclusions sections as well as claims information to ensure you understand what home insurance will specifically cover you for.
- 3 If you notice incorrect details in your policy documentation, please contact us so we can make the necessary changes as this can affect your cover. We're here to help.
- 4 File this booklet and insurance schedule in a safe place so you can check what you are covered for in the event of a claim.
- 5 Store the 24/7 claims helpline number in your phone so it's immediately at hand in an emergency (it's 0330 660 0660). You can also find other useful numbers on the final page of this booklet.

To help you get the most from your policy, the main benefits are summarised from page 2 onwards (keyfacts®). If you need all of the detail, you can find this in the full policy document from page 12 onwards. Certain words, as detailed from page 14, have specific meanings. To help you identify these we have printed them in **bold** throughout this booklet.

As with any insurance policy, there are a few facts we need to point out to you.

- Legally, the information you have provided is part of your insurance contract with us.
- Your policy, schedule, this booklet and other booklets provided for additional cover such as legal expenses, home emergency and key protection are evidence of that contract, so please read them carefully to ensure that your cover is exactly what you need.

If you've checked your policy carefully and confirmed that it meets your needs, I'm confident that HomeProtect will give you the level of protection you are looking for. If you have any queries about the policy, do not understand any part of it or feel that it does not meet your requirements, please contact us.

I sincerely hope you will continue to be a HomeProtect customer for many years to come.



**Mark Eastham**  
Chief Executive, HomeProtect

# Index

Policy summary	2
Policy document	12
Introduction	13
Definitions	14
General conditions	19
General exclusions	20
Claims conditions	22
Section 1 - Buildings	23
Section 2 - Contents	30
Section 3 - Accidents to domestic staff	39
Section 4 - Legal liability to the public	40
Section 5 - Valuables and personal possessions	44
Section 6 - Pedal cycle cover	46
Section 7 - Basic legal expenses	47
Section 8 - Basic home emergency	50
Important information	53
Complaints	54
Useful telephone numbers	55

To help you understand everything you need to know about the protection your policy offers and the extent of your cover, you will see these headings appear on many of the pages:

## WHAT IS COVERED

These sections give detailed information on the insurance provided and you need to read it with 'What is not covered' at all times.

## WHAT IS NOT COVERED

These sections detail areas not included in your policy. More general restrictions and exclusions are detailed elsewhere, in sections starting 'General conditions applicable', 'Claims conditions applicable' and 'General exclusions applicable'.

# Policy Summary



## Your home insurance policy summary

Please note this is a **policy summary** which only highlights the key features of your **policy**. For full terms and conditions, you should read the full **policy document** (page 12) in conjunction with your insurance offer or **schedule**.

HomeProtect home insurance is an annual contract and may be renewed each year subject to the terms and conditions then applicable. The identity of the **insurer** is shown on your **schedule**.

**You can cover buildings and contents** (both with optional accidental damage cover), **valuables, personal possessions** and specified items.

Basic legal protection and basic home emergency are included as standard. **You can opt to extend your legal protection and home emergency cover** as well as adding key protection to your **policy**.

**If you have selected any of our additional cover options then you can access the policy booklets** at [www.homeprotect.co.uk/policy](http://www.homeprotect.co.uk/policy).

Full details of what you have chosen are shown in either your insurance offer or **schedule**.

On receipt of your **policy documentation**, you will have 14 days to decide if you wish to cancel the **policy** – see “Important Information” (page 50) for more details.

# Summary of the main policy benefits

keyfacts®

The following tables provide only a summary of the main **policy** benefits and the terms and conditions.

## Policy Summary

### Section 1 - Buildings insurance

If you select buildings insurance, the following will automatically be included in your policy, unless specifically excluded:

#### WHAT IS COVERED

This **policy** covers:

- The structure of **your property** and its walls, roofs, drives, patios and terraces, permanently installed swimming pools, tennis courts, gates and fences
- Domestic outbuildings, including garages and sheds
- Permanent fixtures and fittings such as kitchen units, bathroom fittings and fitted wardrobes

Against:

- Fire, Theft, **Subsidence, heave or landslip**, Storm or flood, Escape of Water, Riots and Malicious acts

Additional benefits included as standard:

- Accidental breakage of windows, double glazing, sanitary fixtures and ceramic hobs
- Accidental damage to underground pipes
- Loss of rent and costs of alternative accommodation

#### WHAT IS NOT COVERED

The **insurer** will not pay for:

- The **excess** as shown on **your schedule** for every claim
- Loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section 1
- Loss or damage which happens gradually
- Loss or damage caused by theft or attempted theft while the **property** is **unfurnished** or while the **property** is let, lent or sub-let - unless the loss or damage follows a violent and forcible entry to the **property**
- Loss of rent and costs of alternative accommodation:
  - any amount over £30,000, or
  - 10% (or £50,000, whichever is the lesser) of the **sum insured for buildings** if the **property** has 6 or more bedrooms

Full details can be found in the **policy** document from page 12 and under "Section 1 Buildings Insurance" from page 23 which should always be read in conjunction with **your schedule**.

# Policy Summary

## Section 2 - Contents Insurance

keyfacts®

If you select contents insurance, the following will automatically be included in your policy, unless specifically excluded:

### WHAT IS COVERED

This **policy** covers:

- **Your** household goods and all other personal items within the **property**
- Tenant's fixtures and fittings where **you** are the tenant
- Non-permanent fittings (for example, carpets and curtains)

Against:

- Fire, Theft, **Subsidence, heave or landslip**, Storm or flood, Escape of water, Riots and malicious acts

Additional benefits included as standard:

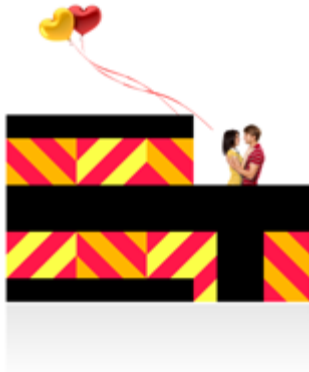
- Accidental damage to audio/visual equipment, mirrors, windows, sanitary fixtures and ceramic hobs
- Loss of rent and costs of alternative accommodation

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- The **excess** as shown on **your schedule** for every claim
- Loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section 2
- Loss or damage which happens gradually
- Any amount over £1,000 for **contents** within detached domestic outbuildings and garages if loss or damage was caused by theft or attempted theft
- Damage while the buildings are unfurnished
- Loss of rent and costs of alternative accommodation:
  - any amount over £7,500, or
  - 10% of the contents **sum insured** (or £10,000, whichever is the lesser) subject to a minimum of £7,500 if the **property** has 6 or more bedrooms

Full details can be found in the **policy** document from page 12 and under "Section 2 Contents Insurance" on page 29 which should always be read in conjunction with **your schedule**.



# Policy Summary

## Section 3 – Accidents To Domestic Staff

keyfacts®

The following applies only if the contents are insured under section 2:

### WHAT IS COVERED

The **Insurer** will pay for:

Amounts **you** become legally liable to pay, including **costs** and **expenses** which the **insurer** has agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic staff** employed in connection with the **premises** shown in the **schedule**

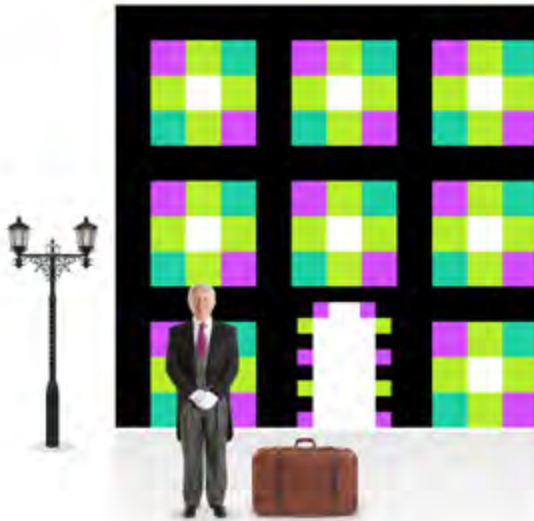
### WHAT IS NOT COVERED

The **insurer** will not pay for:

**Bodily injury** resulting:

- From any vehicle outside the **premises**
- From any vehicle used for racing, pace making or speed testing
- From any communicable disease or condition
- In Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**

Full details can be found in the **policy** document from page 12 and under “Section 3 Accidents to Domestic Staff” on page 36 which should always be read in conjunction with **your schedule**.



# Policy Summary

## Section 4 - Legal Liability To The Public

keyfacts®

This section applies only if the schedule shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this policy.

Part A of this section applies in the following way:

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

### WHAT IS COVERED

The **Insurer** will pay for:

#### Part A

- i. For sums where **you** (as owner) become legally liable to pay damages for
- **bodily injury**
  - damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

OR

- ii. For sums where **you** (as occupier) become legally liable to pay damages for
- **bodily injury**
  - damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

#### Part B

- For sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made

#### Part C

- For sums where **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by **you**

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- More than £5,000,000 in all for any one accident or series of accidents arising out of any one event, plus the **costs and expenses** which **they** have agreed in writing
- For any liability if **you** are entitled to cover under other insurance

- More than £250,000 for any one accident or series of accidents arising out of any one event, plus the **costs and expenses** which **they** have agreed in writing
- If the **property** is let, lent or sub-let

- More than £5,000,000 in all for any one accident or series of accidents arising out of any one event, plus the **costs and expenses** which **they** have agreed in writing
- For the cost of repairing any fault or alleged fault
- If the **property** is let, lent or sub-let

Full details can be found in the **policy** document from page 12 and under "Section 4 Legal Liability to the Public" on page 37 which should always be read in conjunction with **your schedule**.

# Policy Summary

## Section 5 - Valuables And Personal Possessions

keyfacts®

To insure your valuables and personal possessions that either exceed the limits of cover under the contents section or to cover them for accidental loss or damage anywhere in the world (including in your home), you should purchase additional valuables and personal possessions cover.

### WHAT IS COVERED

This policy covers:

Your valuables and personal possessions against:

- physical loss
- accidental damage
- theft

anywhere in the world.

Cover is restricted to 90 days in any one period of insurance, while the valuables are temporarily outside the United Kingdom

### WHAT IS NOT COVERED

The insurer will not pay for:

- The excess as shown on your schedule for every claim
- Items individually worth more than £1,500 unless listed separately
- Credit cards
- Mobile phones, smart phones, tablets and portable computers unless specified in your schedule
- Theft or disappearance from an unattended motor vehicle unless the items are locked away out of sight and force or violence has been used
- More than £100 for money in any one period of insurance

Full details can be found in the policy document starting from 12 and under "Section 5 Valuables and Personal Possessions" on page 41 which should always be read in conjunction with your schedule.





# Policy Summary

## Section 6 - Pedal Cycle Cover Away From The Home

keyfacts®

The following cover applies only if the schedule shows that it is included and if contents are insured under section 2

### WHAT IS COVERED

This **policy** covers:

Pedal cycles that **you** specify to be covered away from the home will be covered against:-

- theft or attempted theft
- accidental damage

anywhere in the **United Kingdom**

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- The **excess** as shown on **your schedule** for every claim
- Theft unless the bicycle is locked to an immovable object or kept in a locked building when left unattended
- Use of **your** bicycle for racing or pace making

Full details can be found in the **policy** document from page 12 and under "Section 6 Pedal Cycle Cover Away From the Home" on page 43 which should always be read in conjunction with **your schedule**.



# Policy Summary

## Section 7 – Basic Legal Expenses

This section applies only if your schedule shows that basic legal expenses has been included as standard.

### WHAT IS COVERED

This **policy** covers:

Legal **costs** of pursuing or defending **legal action** within the **United Kingdom** up to a maximum of £25,000 for **incident(s)** occurring within the **United Kingdom** and within the **period of insurance**

Against:

- Consumer disputes for **legal action you** take following a breach of a contract for buying or renting goods or services for **your** private use
- Consumer defence for **legal action** brought against you following a breach of a contract **you** have for selling **your** own personal goods
- **Property** infringement for **legal action you** take for nuisance or trespass disputes against a person or organisation infringing your legal rights in relation to **your property**
- **Property** damage for **legal action you** take for damages against a person or organisation that causes physical damage to **your property**
- **Property** sale or purchase for **legal action you** take to pursue or defend a case arising from a breach of a contract for the sale or purchase of **your property**

Additional benefits included as standard:

- 24 hour telephone helpline for advice on private legal issues

### WHAT IS NOT COVERED

The **insurer** will not pay for losses or **costs** of **legal action**:

- For the first £250 for for **property** infringement disputes
- Where the amount is less than £250+VAT for consumer pursuit, consumer defence and **property** sale and purchase disputes
- For any **legal action** relating to employment, death or personal injury
- For claims arising or proceedings brought outside of the **United Kingdom**
- Where the **incident** occurred before you first purchased this **policy** except in the case of nuisance or trespass starting within 180 days unless you held equivalent cover for at least 180 days prior to nuisance or trespass starting
- Where costs are incurred without prior consent of the **insurer**
- For disputes between persons **insured** on this **policy**
- For works undertaken by or under order of any government, public or local authority
- Where the **incident** is covered by another insurance policy
- In respect of a contract **you** entered into

Full details can be found in the **policy** document from page 12 and under “Section 7 Basic Legal Expenses” on page 44 which should always be read in conjunction with **your schedule**.

If you have chosen one of our more comprehensive legal expenses options, please refer to the booklet “Those all-important extras” which can be downloaded from our website.

# Policy Summary

## Section 8 – Basic Home Emergency

This section applies only if your schedule shows that basic home emergency has been included as standard.

### WHAT IS COVERED

This **policy** covers:

Covers call-out charges and the cost of **emergency repairs** to **residences** in mainland Great Britain, Northern Ireland or the Isle of Wight up to a maximum of £200 per claim in the following circumstances:-

- Bursting or sudden leakage of water pipes
- Failure or damage to underground drains or sewers or **your mains services** for which **you** are legally responsible
- Damage or failure of the only accessible toilet or cistern in your residence which results in complete loss of function
- Wasp nest, field or house mice or brown rats within **your residence**
- Break in or vandalism compromising the security of **your residence**
- Missing or repositioned roof tiles
- 24 hour emergency helpline

### WHAT IS NOT COVERED

The **insurer** will not pay for losses or damage relating to:

- More than £600 during any **period of insurance**
- An **emergency** which happens before cover starts or within 48 hours of the first inception of this insurance
- Where the **residence** is **unoccupied** for 30 consecutive days or more
- Burglar/ fire alarms, CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
- Bedsits, **residences** with multiple occupation or residential/ nursing homes
- **Residences** which are not built of brick, stone, concrete or other non-combustible materials; or not roofed with slates or concrete tiles
- Dripping taps or leaking overflows
- Burst or leaking flexible hoses which are fitted with a stop tap
- Blocked soil or waste pipes from any sanitary or washing facilities
- Cesspits, septic tanks or associated pipe work
- Saniflow toilets
- Cost of replacement ceramics or parts
- Infestations or pests in gardens or outbuildings
- Breakage of internal glass or doors
- Losses not reported to the police
- Flat or tarpaulin roofs

Full details can be found in the **policy** document from page 12 and under “Section 8 Basic Home Emergency” on page 47 which should always be read in conjunction with **your schedule**.

If you have chosen one of our more comprehensive home emergency options, please refer to the booklet “Those all-important extras” which can be downloaded from our website.

# Policy Summary

## Important Information

keyfacts®

### Claims

Should **you** wish to claim under **your** home insurance **policy**, **you** should call the claims helpline, which is provided on **your schedule**, as soon as possible. **You** must give the **insurer** any information or help that the **insurer** may ask for. **You** must not settle, reject, negotiate or agree to pay any claim without **our** written permission. Full details of how to claim are included in the **policy** document.

If **you** have selected any of **our** additional cover options such as legal expenses, home emergency or key protection, there are different numbers to call. These are also provided on **your schedule**.

### Complaints

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

If **you** have any questions or concerns about the administration of **your policy**, **you** should contact **us** on 0330 660 1000. Copies of the complaints procedures are also available by contacting this number. If **you** have any concerns about a claim **you** should refer the matter to the **insurer**. **Their** contact details are provided on **your schedule**.

For specific detail on complaints procedures for basic legal expenses and basic home emergency cover, please refer to sections 7 and 8 respectively

If **we** or the **insurer** cannot resolve the matter to **your** satisfaction, **we** will provide **you** with **our** final response so that **you** can, if **you** wish, refer the matter to the Financial Ombudsman Service. If **you** make a complaint, **your** right to legal action against **us** is not affected.

### The Financial Services Compensation Scheme

If **we** or the **insurers** cannot meet **our** obligations **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). If **you** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract. Most insurance contracts are covered for 90% of the claim with no upper limit. Further information is available from the FSCS.

### Duration of policy and renewal

**Your policy** is valid for a period of 12 months from the date **you** want cover to start (as shown on the **schedule**). Annually, **we** will contact **you** in writing within good time prior to the expiry date of the **policy** with details of the **insurer's** renewal offer. Please note that neither **we** nor the **insurer** is obliged to offer **you** a renewal, but if **we** are unable to do so, **we** will clearly explain the steps **you** need to take.

On renewal, if **you** are already paying by Direct Debit, cover will continue on the terms offered and **we** will continue to collect **your** premium unless **you** inform **us** to the contrary prior to the renewal date, or **you** cancel the Direct Debit mandate.

If **you** are paying **your** premium annually and **you** gave **us** authority, **we** will use the same credit/debit card details throughout the **policy** term and on renewal. However, there is a chance **your** card may have expired by the time **your policy** is due for renewal. If that is the case, **you** will need to contact **us** to ensure **we** can take payment, so that **your** cover can continue without interruption.

### About us

Avantia Insurance Limited arranges and administers and the **insurer(s)** underwrites and handles claims for the HomeProtect home insurance **policy**. Both **we** and the **insurer(s)** are authorised and regulated by the Financial Conduct Authority (FCA). **You** can check all of this on the FCA website, [www.fca.org.uk](http://www.fca.org.uk) or by calling 0300 500 8082.



# Policy Document



# Policy Document

## Introduction

### Your HomeProtect Policy Document

HomeProtect is designed to meet the demands and needs of customers seeking financial protection against loss of or damage to the physical structure of their home and possessions within the home as well as loss of or damage to possessions worldwide (personal possessions cover away from the home).

In return for payment of the premium shown in the **schedule**, the **insurer** we appoint agrees to insure **you** against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule** subject to the terms and conditions contained in or endorsed on this **policy**.

This **policy** of insurance, the **statement of fact**, **schedule** and any **endorsement** applying to **your policy** forms **your** insurance document. These documents set out the conditions of the contract of insurance between **you** and **us** and the **insurer**. **You** should keep them in a safe place.

The **policy** is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included as the insurance relates **ONLY** to those sections of the **policy** which are shown in the **schedule** as being included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole

If you need further information on how we use **your** information, **your** cooling off period, **your** cancellation rights and how **we** charge fees, please refer to the "Important Information" section on page 50.



# Policy Document

## Definitions Applicable to the Whole Policy

Wherever the following words appear in this **policy** they will have the meanings shown below:

---

<b>Appointed representative</b>	A solicitor, firm of solicitors, barrister, or any other suitably qualified person appointed to act on <b>your</b> behalf
---------------------------------	---

---

<b>Bodily injury</b>	A physical injury, disease or death that is caused by a sudden, unexpected, external and visible event
----------------------	--

---

<b>Buildings</b>	<ul style="list-style-type: none"><li>• the <b>property</b> and its decorations</li><li>• fixtures and fittings including solar panels that are attached to the <b>property</b></li><li>• domestic outbuildings and garages</li><li>• permanently installed hot tubs, swimming pools, tennis courts, drives, footpaths, patios and terraces, walls, gates and fences and fixed fuel tanks</li></ul> <p>that <b>you</b> own or for which <b>you</b> are legally responsible and are within the <b>premises</b> named in the <b>schedule</b></p>
------------------	--

---

<b>Business</b>	Any administrative and non-manual work that <b>you</b> carry out at <b>your property</b> , which does not involve any visitors or employees unless <b>we</b> agree otherwise and an <b>endorsement</b> on <b>your schedule</b> confirms this
-----------------	--

---

<b>Business contents</b>	<p>Computers, printers, fax machines, photocopiers and other administrative equipment belonging to <b>you</b> and used in conjunction with <b>your business</b> at the <b>property</b></p> <p><b>Business contents</b> does not include:</p> <ul style="list-style-type: none"><li>• <b>Property</b> more specifically insured by any other insurance</li><li>• Compensation for <b>you</b> not being able to use the computer or any equipment following loss or damage</li><li>• Loss of magnetism or corruption of data</li><li>• The cost of reconstituting any lost or damaged data</li><li>• Loss or damage to computer software, software tapes / disks / CD-ROMs, and any data stored</li><li>• Tools used by <b>you</b> for the purpose of <b>your</b> business activities</li><li>• Any <b>money</b> held for <b>business</b> purposes</li><li>• Loss of stock</li></ul>
--------------------------	--

---

<b>Contents</b>	<p>Household goods and personal items, within the <b>property</b>, which belong to <b>you</b> or for which <b>you</b> are legally responsible</p> <p><b>Contents</b> include:</p> <ul style="list-style-type: none"><li>• Carpets, curtains and furniture, televisions, satellite decoders, audio and video equipment, radios, home computers, video cassette recorders, DVD players/ recorders, cameras, camcorders, pedal cycles</li><li>• Radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>property</b></li><li>• Items in the open within the <b>premises</b> but not contained within the <b>property</b> at the time of the loss or damage, up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>property</b>)</li><li>• <b>Money</b> and <b>credit cards</b> up to £300 in total</li><li>• Deeds and registered bonds and other personal documents up to £2,500 in total</li><li>• <b>Business contents</b> up to £3,000 in total</li><li>• Theft or attempted theft (up to £1,000) of <b>contents</b> within detached domestic outbuildings and garages</li><li>• Stamps or coins forming part of a collection up to £1,500 in total</li><li>• Gold, silver, gold and silver plated articles, other precious metals, jewellery, watches and furs up to £5,000 or 20% of the <b>sum insured</b> for <b>contents</b> whichever is less, within the <b>property</b> (subject to a single article limit of £1,500)</li><li>• Domestic oil in fixed fuel oil tanks up to £2,000</li><li>• Tenant's fixtures and fittings</li><li>• Visitors effects up to £2,500 in total</li></ul>
-----------------	--

# Policy Document

## Definitions Applicable to the Whole Policy

**Contents** does NOT include:

- Motor vehicles (other than garden machinery), caravans, trailers, aircraft or watercraft or their accessories
- Mobile phones (including smart phones) and portable computers (including tablets) unless you have specified these items and they are shown in **your schedule**
- Any living creature
- Any part of the **buildings**
- Any items held or used for commercial purposes other than **business contents** unless **we** agree otherwise and an **endorsement** confirms it

For the avoidance of doubt, **contents** does not include anything belonging to **your tenants**

---

<b>Costs and expenses</b>	Legal and professional fees for which <b>you</b> are responsible, including reasonable fees, <b>costs</b> and <b>expenses</b> the <b>appointed representative</b> acting for <b>you</b> , has to pay for the pursuit or defence of legal proceedings
<b>Credit cards</b>	Credit cards, charge cards, debit cards, bankers' cards and cash dispenser cards issued in the <b>United Kingdom</b> and belonging to <b>you</b>
<b>Domestic staff</b>	Any person employed by <b>you</b> under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the <b>property</b> unless <b>we</b> agree otherwise and an <b>endorsement</b> on <b>your schedule</b> confirms this
<b>Domestic use</b>	The use of <b>your property</b> as <b>your</b> main residence including any incidental <b>business</b> activities
<b>Endorsement/clause(s)</b>	A change in the terms and conditions of this <b>policy</b> that will be shown on <b>your schedule</b>
<b>Europe</b>	<b>Europe</b> will include:  EU Member States, Norway and Switzerland, all Mediterranean Islands, all countries with a Mediterranean shoreline, the Canary Islands, Madeira and all journeys between these countries
<b>Excess(es)</b>	The amount payable by <b>you</b> in the event of a claim as stated in the <b>schedule</b> . This will be the total of the standard <b>policy excess</b> and any additional <b>excesses</b> shown in <b>your schedule</b>
<b>Heave</b>	The upward or sideways movement of the ground supporting the building
<b>Insurer(s) / they / their</b>	The <b>insurer</b> shown on <b>your schedule</b>
<b>Landslip</b>	Sudden movement of soil on a slope or gradual creep of a slope over a period of time
<b>Money</b>	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes
<b>Occupant</b>	A person or persons authorised by <b>you</b> to stay in the <b>property</b> overnight
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium unless cancelled by <b>you</b> or <b>us</b> in accordance with <b>our</b> cooling off or cancellation conditions

---



# Policy Document

## Definitions Applicable to the Whole Policy

<b>Personal possessions</b>	<p>Clothing, baggage, sports equipment, <b>money</b> and other similar items normally carried about the person and all of which belong to <b>you</b></p> <p><b>Personal possessions</b> does NOT include <b>credit cards</b>, pedal cycles, mobile phones, smart phones, tablets and portable computers unless cover has been specifically arranged and is shown on <b>your schedule</b>.</p> <p>For avoidance of doubt, <b>personal possessions</b> excludes anything belonging to your <b>tenant(s)</b></p>
<b>Policy</b>	<p>The written contract between <b>you</b> and the <b>insurer</b>, which comprises of this booklet, the <b>statement of fact</b>, the <b>schedule</b> and any <b>endorsements/clauses</b>, which should be read together. The <b>policy</b> is based on information <b>we</b> have requested and <b>you</b> gave when <b>you</b> applied for this insurance</p>
<b>Premises</b>	<p>The address which is named in the <b>schedule</b></p>
<b>Property</b>	<p>The private dwelling including outbuildings at the <b>premises</b> shown in the <b>schedule</b> used for <b>domestic use</b> only, unless <b>you</b> tell <b>us</b>, and <b>we</b> agree, that <b>your property</b> is used for other purposes and an <b>endorsement on your schedule</b> confirms this</p>
<b>Sanitary ware</b>	<p>Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels</p>
<b>Schedule</b>	<p>The <b>schedule</b> is part of this <b>policy</b> and contains details of what <b>you</b> have chosen, and the <b>insurers</b> have agreed, to insure</p>
<b>Settlement</b>	<p>Natural movement of a new <b>property</b> in the months and years after being built</p>
<b>Standard construction</b>	<p>Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete</p>
<b>Statement of fact</b>	<p>A record of the information <b>you</b> provided <b>us</b> when applying for this insurance, and which will have been provided to <b>you</b> by <b>us</b> as evidence of the basis on which your application has been accepted and this <b>policy</b> issued</p>
<b>Subsidence</b>	<p>Downward movement of the ground beneath the <b>buildings</b> by a cause other than the weight of the <b>buildings</b> themselves</p>
<b>Sum(s) insured</b>	<p>The particular amount of cover for the section or individual item as shown in the <b>schedule</b> or <b>policy</b></p>
<b>United Kingdom</b>	<p>The <b>United Kingdom</b> will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries</p>
<b>Unfurnished</b>	<p>Without sufficient furniture and furnishings for normal living purposes for more than 30 consecutive days or the period stated on <b>your schedule</b> if an extended period has been agreed (up to a maximum of 12 months)</p>
<b>Unoccupied</b>	<p>Not lived in by <b>you</b>, <b>your tenant</b> or a person authorised by you for more than 30 consecutive days. Cover for extended unoccupancy periods can be considered on an individual basis when discussed with <b>us</b></p>
<b>Valuables</b>	<ul style="list-style-type: none"><li>• Jewellery and watches</li><li>• Furs</li><li>• Gold, silver, other precious metals, gold and silver plated articles</li><li>• Pictures, paintings and other works of art</li></ul>
<b>Vermin</b>	<p>Brown or black rats, house or field mice, squirrels, wasp and hornet nests</p>
<b>We / us / our</b>	<p>Avantia Insurance Limited, trading as HomeProtect</p>
<b>You / your / insured</b>	<p>The person or persons named in the <b>schedule</b>, their partner and all members of their family residing with them. If <b>you</b> are the landlord of the <b>property</b> <b>you</b> are insuring, please see separate definitions below.</p>

# Policy Document

## Definitions Applicable to Let Properties

These definitions form part of the main **policy** definitions but are specific to let properties where **you** are the landlord. Wherever the following words appear in this **policy** they will have the meanings shown below.

---

<b>Deposit</b>	The sum of <b>money</b> collected from the <b>tenant</b> and held by <b>you</b> or <b>your</b> agent as an indemnity for losses incurred by <b>you</b> arising from the <b>tenant</b> failing to perform his/her obligations set out in the <b>tenancy agreement</b> . A minimum amount equal to one months' <b>rent</b> must be retained as a <b>deposit</b>
<b>Guarantor</b>	The individual or organisation shown in the <b>tenancy agreement</b> that has received a <b>tenant reference</b> (where applicable) and provided a financial guarantee of the <b>tenant's</b> performance of his obligations under the <b>tenancy agreement</b>
<b>Rent</b>	The monthly amount payable by a <b>tenant</b> to <b>you</b> as set out in the <b>tenancy agreement</b>
<b>Tenancy agreement</b>	<p>Agreement between <b>you</b> and <b>your tenant</b> in relation to the <b>property</b> which is:</p> <ul style="list-style-type: none"><li>• An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the <b>United Kingdom</b>, or</li><li>• A Company Residential Tenancy (Company Let) created after 28th February 1998 where the <b>tenant</b> is a public limited company (plc) or limited company (ltd) and the <b>property</b> is let purely for residential purposes, or</li><li>• A written common law residential <b>tenancy agreement</b> created after 28th February 1997 between individuals where the <b>rent</b> is more than £25,000 per annum subject to the laws of England and Wales.</li></ul> <p>The initial <b>tenancy agreement</b> must be for a fixed term of no more than 12 months</p>
<b>Tenant(s)</b>	The occupier of the <b>property</b> named in and who is a signatory of the <b>tenancy agreement</b> , their partner and all members of their family residing with them
<b>Tenant reference</b>	<p>A four point check consisting of the following:</p> <ul style="list-style-type: none"><li>• A credit check against the <b>tenant</b> and any <b>guarantor</b> obtained from a licensed credit referencing company showing no County Court Judgements in the past three years and no outstanding County Court Judgements;</li><li>• A copy of the <b>tenant/guarantor's</b> passport or driving licence including the photograph page;</li><li>• A further form of identification</li><li>• A written employer's reference (where applicable) confirming the <b>tenant</b> and any <b>guarantor's</b> permanent and current employment and that their salary is sufficient to meet their <b>rent</b> liability after deduction of other normal living costs.</li></ul> <p>If all of the above are not available, a full <b>tenant reference</b> showing a pass on the <b>tenant</b> and any <b>guarantor</b> must be obtained from an approved tenant referencing company</p>
<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and defined in the <b>tenancy agreement</b> as the landlord who has paid the premium to <b>us</b>

---

# Policy Document

## Definitions Applicable to Basic Legal Expenses

These definitions form part of the main **policy** definitions but are specific to basic legal expenses. Wherever the following words appear in section 7 of the policy document they will have the meanings shown below.

<b>Adverse Costs</b>	Third party legal costs awarded against <b>you</b> paid on the standard basis of assessment provided these costs arise after written acceptance of a claim
<b>Advisers' Costs</b>	Legal fees, accountancy fees and any expenses incurred by the <b>legal adviser</b>
<b>Incident</b>	The <b>incident</b> or the first of a series of <b>incidents</b> which lead to a claim. Only one <b>incident</b> shall be deemed to have arisen from all causes of action, <b>incidents</b> or events that are related by cause or time
<b>Insurer</b>	Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group
<b>Legal Action</b>	The pursuit or defence of civil legal cases for damages, injunctions or specific performance
<b>Legal Adviser</b>	<b>Our</b> specialist panel solicitors or accountants or their agents appointed by <b>us</b> to act for <b>you</b> , or subject to <b>our</b> agreement, where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by <b>you</b>
<b>Standard Advisers' Costs</b>	The level of cost that would normally be incurred in using a specialist panel solicitor or their agents
<b>We/ Us/ Our/ Provider</b>	Arc Legal Assistance Limited

## Definitions Applicable to Basic Home Emergency

These definitions form part of the main **policy** definitions but are specific to basic home emergency. Wherever the following words appear in section 8 of the policy document they will have the meanings shown below.

<b>Approved Contractor</b>	A tradesman approved and authorised by <b>us</b> in advance to carry out repairs
<b>Emergency(ies)</b>	A sudden and unexpected event at <b>your property</b> which if not dealt with immediately will expose <b>you</b> or a third party to a risk to their health, make <b>your property</b> unsafe, insecure or without <b>mains services</b> , or cause further damage to <b>your property</b> and <b>contents</b>
<b>Emergency Repair</b>	A temporary repair carried out by an <b>approved contractor</b> which is necessary to resolve the immediate <b>emergency</b> but which will need to be replaced by a <b>permanent repair</b>
<b>Insurer</b>	Great Lakes Reinsurance (UK) PLC
<b>Mains Services</b>	Mains drainage to the boundaries of <b>your property</b> , water, electricity and gas within the <b>property</b>
<b>Permanent Repair</b>	A repair or other work necessary to put right the damage caused to <b>your property</b> by the <b>emergency</b>
<b>Territorial limit</b>	Mainland Great Britain plus the Isle of Wight and Northern Ireland
<b>Residence(s)</b>	The <b>property</b> , excluding detached garages or outbuildings, at the address shown in <b>your schedule</b> , that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials excluding bed-sits or <b>property</b> with multiple occupation/ residential or nursing homes
<b>We/ Us/ Our/ Provider</b>	Intana, a trading style of Collinson Insurance Services Limited

# Policy Document

## General Conditions Applicable To The Whole Policy

Each **property** included under this **policy** is considered to be covered as if separately insured. If **your schedule** indicates **your policy** contains basic legal expenses or basic home emergency cover, refer to the additional conditions listed under sections 7 and 8 from page 44 in this **policy** booklet.

At all times during the **period of insurance** you must:

- a) Ensure that the sums insured shown in your schedule are adequate and notify us immediately if they are not. This means that:
  - i. **Buildings** should be insured to cover the full cost of rebuilding the **buildings** in the same form, style and condition as new is covered by the **sum insured** shown on **your schedule**. **You** should also include a reasonable amount for architects, surveyors and legal fees, debris removal costs and other costs to comply with government or local authority requirements in the **sum insured**, and that
  - ii. **Contents** should be insured for the full cost of replacement as new.
- b) Take care to avoid accidents and prevent loss or damage to everything covered by this **policy** and to keep the **property** insured in a good state of repair.
- c) Tell us immediately if **your** situation changes, for example, if **you**:
  - i. Stop using the **property** as **your** permanent residence
  - ii. Use **your property** for short periods each week or as a holiday home
  - iii. Leave the **property unoccupied** or **unfurnished**
  - iv. Allow a non-family member to live in **your property**
  - v. Are convicted of an offence other than motoring.
- d) Tell us at least 10 days before **you** start any renovations, extensions or any other structural alteration to **your property**.
- e) Tell us if **you** use any part of **your property** for business use (excluding clerical businesses, where no staff are employed, where there are no business visitors or where there is no **business money** or stock held at the **property**).

When **you** notify **us**, **we** will tell **you** how this affects **your policy** and if changes are acceptable to **us**, the revised terms and premium. If **you** decide not to notify **us**, **we** may take the following actions:

- i. Cancel **your policy** or declare it void (as if it never existed),
- ii. Amend the terms of **your policy**, or
- iii. Refuse to deal with claims or reduce the amount paid.

### Let properties

If the **property** is let, lent or sub-let, **you** must:

- a) Tell **us** immediately if there is a break in **tenancy agreement** of more than 30 days.
- b) Tell **us** immediately if the type of **tenant** changes from that noted in the **statement of fact**.
- c) Comply with any Local Authority regulations or statutory conditions regarding the letting of the **property**.
- d) Ensure that all gas appliances fitted at the **property** are serviced by a Gas Safe Register (formerly CORGI) registered individual within 15 days of the start of this insurance or not more than 12 months from the date they were last serviced, whichever is the sooner.
- e) Comply with the Electrical Equipment (Safety) Regulations 1994.
- f) Comply with the Furniture and Furnishings (Fire Safety) Regulations (amended 1993).
- g) Ensure there is a **tenancy agreement** of 6 months or more remaining on the existing **tenancy agreement** or the **property** must have been occupied for 12 months or more by the same **tenant(s)** with no gap between the **tenancy agreements**, along with a suitable **tenant reference**.

### Financial Sanctions

The **insurer** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** if this would breach any prohibition or restriction imposed by law or regulation such as, for example, where **you** or any policyholder of this **policy** are named on the various Financial Sanctions Lists produced by HM Treasury.

If any such prohibition or restriction takes effect during the **period of insurance** we may cancel this **policy** immediately by giving **you** written notice at **your** last known address. If **we** cancel the **policy** we will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding. This procedure supersedes those outlined under 'Cancellation and Fees' in the 'Important Information' section later in this booklet.

### Data Protection Act 1998

Any information **you** have provided will be processed by **us** and the **insurers** in compliance with the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may also necessitate providing such information to other parties.

# Policy Document

## General Exclusions Applicable to the Whole Policy

If **your schedule** indicates **your policy** contains basic legal expenses or basic home emergency cover, please also refer to the additional exclusions under section 7 and section 8 from page 44 in this **policy** document.

### a) Radioactive Contamination and Nuclear Assemblies Exclusion

The **insurer** will not pay for:

- 1) Loss, destruction, or damage to any **property**, or any loss or expenses resulting or arising from such loss, destruction or damage
- 2) Any legal liability whatsoever

Directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

### b) War Exclusion

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

### c) Existing and Deliberate Damage

The **insurer** will not pay for loss or damage:

- 1) Occurring before cover starts or arising from an event before cover starts
- 2) Caused deliberately by **you** or **your** guests, **your tenants** or their guests
- 3) If the **property** is let, for any claims where the **deposit** is greater than the amount claimed.

### d) Indirect Loss or Damage

The **insurer** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

### e) Electronic data exclusion clause for computer viruses & system failure

The **insurer** will not pay for:

- 1) Loss or destruction of or damage to any property, or any loss or expenses resulting or arising from such loss, destruction or damage
- 2) Any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from
  - i. computer viruses, erasure or corruption of electronic data
  - ii. the failure of any equipment to correctly recognise the date or change of date

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

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

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

### g) Terrorism Clause

The **insurer** will not pay for loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

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

# Policy Document

## General Exclusions Applicable to the Whole Policy

### h) Unattended, **unfurnished** or **unoccupied property**

Unless we agree and confirm on **your schedule** to extend the period that **your property** may be left unattended, **unoccupied** or **unfurnished**, and in all cases where **you** have not told us about a change in the nature of the usage of the **property**, the following conditions and exclusions will apply to any **property** left unattended for more than 30 consecutive days, **unoccupied** or **unfurnished**:

- 1) **You** must ensure that:
  - i. All external doors are securely locked, and
  - ii. All accessible windows are securely fastened, and
  - iii. An internal and external inspection of the **property** is made every 7 days, and
  - iv. All waste including accumulated mail is removed from the **property**, and all sources of power, fuel or water are turned off and the water system is drained down.
- 2) Damage caused by the following means will be excluded:
  - i. Malicious persons or vandals
  - ii. Water or oil escaping from any fixed water or heating system, and the cost of the water/oil itself
  - iii. Water freezing in any water or heating system
  - iv. Theft or attempted theft
  - v. Accidental damage
  - vi. Breakage of glass or **sanitary ware**.

If you fail to notify us within 90 days of the change, that the nature of the usage of the **property** has changed, this **policy** will become invalid.

### i) Loss of value

The **insurer** will not pay for any reduction in value of the **property** insured following repair or replacement paid for under this insurance.

### j) Wear and Tear

The **insurer** will not pay for damage caused by wear and tear (excluding clothes) or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

### k) Deception

The **insurer** will not pay for loss or damage or liability caused by deception other than by any person using deception to gain entry to **your property**.

#### 1) Safeguarding your property

The **insurer** will not pay for loss or damage caused by your failure to safeguard your property at all times.

### l) Loss of Profit

The insurer will not pay for loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind unless expressly stated in this **policy**.

#### 1) Contract Works

The **insurer** will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed it and an **endorsement** is added to **your schedule** to confirm this.

# Policy Document

## Claims Conditions Applicable to the Whole Policy

If **your schedule** indicates that **your policy** contains basic legal expenses or basic home emergency cover, please also refer to the additional claims settlement conditions under section 7 and section 8 from page 44 in this **policy** booklet.

In the event of a claim or possible claim under this **policy**:

- 1) **You** must call the claims telephone number shown on **your schedule** as soon as possible giving full details of what has happened.
- 2) **You** must provide details of what has happened within 30 days and provide any other required information.
- 3) **You** must forward within 3 days unanswered any letter or any legal document whatsoever **you** receive if a claim for liability is made against **you**.
- 4) **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property. If **you** or **your** family are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- 5) **You** must not admit liability or offer or agree to settle a claim without **our** written consent.
- 6) **You** must take care to limit any loss, damage or injury.
- 7) **You** must provide when requested evidence of value and age for all items involved in a claim.
- 8) **You** must not abandon any property to the **insurer** without their written permission.
- 9) If the **property** is let **you** must be able to provide on request a copy of the tenancy agreement and proof of receipt of the deposit.

If **you** fail to comply with any of the above duties, it may invalidate your claim.

### How the insurer will deal with your claim

- 1) Defence of claims

The **insurer** may:

- a) Take full responsibility for conducting, defending or settling any claim in **your** name.
  - b) Take any action **they** consider necessary to enforce **your** rights or their rights under this **policy**.
- 2) Other insurance

The **insurer** will not pay a claim if any loss, damage or liability covered under this **policy** is also covered wholly or partly under any other insurance. This clause does not apply to fatal injury (section 2, contents-H).

- 3) Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this **policy** will be invalid and any claims will not be paid. **You** may also be liable to criminal prosecution.

- 4) No claims discount

Please be aware that any claim settled under sections 1 to 6 of this **policy** could reduce the amount of discount previously offered.

# Policy Document

## Section I – Buildings Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

This **policy** covers the **buildings** for loss or damage directly caused by:

- 1) Fire, lightning, explosion, earthquake or smoke
- 2) Aircraft and other flying devices or items dropped from them
- 3) Storm, flood or weight of snow
- 4) Escape of water from and frost damage to fixed water tanks, apparatus and pipes as well as the cost of tracing, accessing and repairing the cause
- 5) Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
- 6) Theft or attempted theft

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) The **excess** as shown on **your schedule** for every claim
- a) The **excess** as shown on **your schedule** for every claim
- a) The **excess** shown on **your schedule** for every claim or, if applicable to **your policy**, the storm, flood or weight of snow **excess** for every claim, whichever is the greater
- b) Loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section 1
- c) Loss or damage to domestic fixed fuel-oil tanks in the open, hot tubs, swimming pools, tennis courts, drives, footpaths, patios and terraces, gates and fences
- d) Loss or damage which happens gradually
- a) The **excess** as shown on **your schedule** for every claim and/or if applicable to **your policy** the escape of water **excess** as shown on **your schedule** for every claim
- b) Loss or damage caused by **subsidence, heave or landslip** other than as covered under number 9 of section 1
- c) Loss or damage to domestic fixed fuel-oil tanks, hot tubs and swimming pools
- d) The cost of tracing and repairing the escape if not caused by a peril listed under section 1 for example, wear and tear
- e) Loss or damage caused by failure of or lack of sealant and/or grout
- f) Loss or damage while the **property** is **unoccupied** or **unfurnished** unless otherwise shown on **your schedule**
- a) The **excess** as shown on **your schedule** for every claim
- b) Loss or damage caused by faulty workmanship
- c) Loss or damage while the **property** is **unoccupied** or **unfurnished** unless otherwise shown on **your schedule**
- a) The **excess** as shown on **your schedule** for every claim
- b) Loss or damage while the **property** is **unfurnished**
- c) Loss or damage while the **property** is let, lent or sub-let unless this follows violent or forcible entry or exit to the **property**



# Policy Document

## Section I – Buildings Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

- 7) Collision by any vehicle or animal
- 8) Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- 9) **Subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**
- 10) **Property** damage caused by breakage or collapse from fixed radio/television aerials or fixed satellite dishes
- 11) Falling trees, telegraph poles or lamp-posts

### WHAT IS NOT COVERED

- a) The **excess** as shown on **your schedule** for every claim
- a) The **excess** as shown on **your schedule** for every claim
- b) Loss or damage if the **property** is **unfurnished** or **unoccupied**
- c) Damage caused by **you**, **your** family or any person allowed into **your** home
- a) The **subsidence**, **landslip** or **heave excess** and any additional **excess** shown on **your schedule** for every claim
- b) Loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, footpaths, patios and terraces, walls, gates and fences unless the **property** is also affected at the same time by the same event
- c) Loss or damage to solid floors unless the exterior **property** walls are damaged at the same time by the same event
- d) Loss or damage arising from faulty design, specification, workmanship or materials
- e) Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- f) Loss or damage caused by coastal or river erosion
- g) Loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- h) Loss or damage due to **settlement**, shrinkage or expansion
- a) The **excess** as shown on **your schedule** for every claim
- b) Loss or damage to radio or television aerial, their fittings and masts
- a) The excess as shown on your schedule for every claim
- b) Loss or damage caused by trees being cut down or cut back within the **premises**
- c) Loss or damage to gates and fences
- d) Cost of removal if no damage to the **buildings**

# Policy Document

## Section I – Buildings Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

This section of the **policy** also covers:

A) The cost of repairing accidental damage to:

- Fixed glass and double glazing (including the cost of replacing frames)
- Solar Panels
- **Sanitary ware**
- Ceramic hobs

all forming part of the **buildings**

B) The cost of repairing accidental damage to:

- Domestic oil pipes
- Underground water supply pipes
- Underground sewers, drains and septic tanks
- Underground gas pipes
- Underground cables

serving the **property** which you are legally liable for

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) The **excess** as shown on **your schedule** for every claim
- b) Damage while the **buildings** are **unfurnished** or **unoccupied**
- c) Damage while the property is being altered, repaired, professionally cleaned, maintained or extended
- d) Loss or damage caused if the property is unoccupied or unfurnished for more than 30 consecutive days in any period of insurance unless you have notified us accordingly and it is recorded in the statement of fact
- e) The cost of general maintenance
- f) Damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost
- g) Damage arising from faulty design, specification, workmanship or materials
- h) Damage from mechanical or electrical faults or breakdown
- i) Damage caused by dryness, dampness, extremes of temperature or exposure to light
- j) Any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- k) Damage caused by domestic pets, or vermin

- a) The **excess** as shown on **your schedule** for every claim
- b) Damage while the property is being altered, repaired, professionally cleaned, maintained or extended
- c) Damage while the property is let, lent or sub-let unless you have notified us accordingly and it is recorded in the statement of fact
- d) Loss or damage caused if the property is unoccupied or unfurnished for more than 30 consecutive days in any period of insurance unless you have notified us accordingly and it is recorded in the statement of fact
- e) The cost of general maintenance
- f) Damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost
- g) Damage arising from faulty design, specification, workmanship or materials

# Policy Document

## Section 1 – Buildings Insurance

The following cover applies only if **your schedule** shows that it is included.

### WHAT IS COVERED

C) If you need to move out of **your property** following loss or damage covered under section 1 the **insurer** will pay for either:

- Loss of **rent** and any ground rent due to you which you are unable to recover

Or

- Additional costs of alternative accommodation, substantially the same as the existing accommodation at the **property**

for the period **your property** is unfit to live in

D) Expenses **you** have to pay for and which the **insurer** has agreed in writing for:

- architects, surveyors' consulting engineers' and legal fees
- the cost of removing debris and making safe the **property**
- costs **you** have to pay in order to comply with any government or local authority requirements

following loss or damage to the **buildings** which are covered under section 1

E) Increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section 1

### WHAT IS NOT COVERED

- h) Damage from mechanical or electrical faults or breakdown
- i) Damage caused by dryness, dampness, extremes of temperature or exposure to light
- j) Any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- k) Damage caused by domestic pets, or vermin

a) The **excess** as shown on **your schedule** for every claim

b) Any amount over:

£30,000 or

10% of the **buildings sum insured** (or £50,000, whichever is the lesser) if the **property** has 6 or more bedrooms

c) Claims if the **property** is let, any loss as a result of **your tenants(s)** leaving without notice to **you** or **your** letting agents

d) Costs, fees or charges **you** have to pay to **your** letting agents

a) The **excess** as shown on **your schedule** for every claim

b) Expenses for preparing a claim or an estimate for loss or damage

c) Any costs if government or local authority requirements have been served on **you** before the loss or damage occurs

a) The **excess** as shown on **your schedule** for every claim

b) More than £2,000 in any **period of insurance**. If you claim for such loss under sections 1 and 2, the **insurer** will not pay more than £2,000 in total

c) Loss or damage if the **property** is **unoccupied** or **unfurnished** unless otherwise shown on **your schedule**

# Policy Document

## Section 1 – Buildings Insurance

The following cover applies only if **your schedule** shows that it is included.

### WHAT IS COVERED

- F) Anyone buying the **property** who will have the benefit of section 1 until the sale is completed or the insurance ends, whichever is sooner
- G) Costs you have to pay for replacing locks to safes, alarms and outside doors in the **property** following theft or loss of **your** keys
- H) The cost of repairing damage to the **property** including gardens caused by attending emergency services following necessary access to deal with a medical emergency or to prevent further damage to the **property**

### WHAT IS NOT COVERED

- a) The **excess** as shown on **your schedule** for every claim
  - b) Loss or damage if the **buildings** are insured under any other insurance
- 
- a) The **excess** as shown on **your schedule** for every claim
  - b) Any amount over £750 in any **period of insurance**
- 
- a) The **excess** as shown on **your schedule** for every claim
  - b) Loss or damage while the **property** is **unfurnished** or **unoccupied**
  - c) More than £2,000 in any **period of insurance**

# Policy Document

## Section 1 – Buildings Insurance Accidental Damage

The following applies only if the schedule shows that accidental damage to the buildings is included

### WHAT IS COVERED

This extension covers:

Accidental damage to the **buildings**



### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) The **excess** as shown on **your schedule** for every claim
- b) Damage or any proportion of damage which **they** specifically exclude elsewhere under section 1
- c) The **buildings** moving, settling, shrinking, collapsing or cracking
- d) Damage while the **property** is being altered, repaired, professionally cleaned, maintained or extended
- e) Damage to outbuildings and garages which are not of **standard construction** unless **you** have notified **us** accordingly and it is recorded in the **statement of fact**
- f) Damage while the **property** is let, lent or sub-let unless **you** have notified **us** accordingly and it is recorded in the **statement of fact**
- g) Loss or damage caused if the **property** is **unoccupied** or **unfurnished** for more than 30 consecutive days in any **period of insurance** unless **you** have notified **us** accordingly and it is recorded in the **statement of fact**
- h) The cost of general maintenance
- i) Damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost
- j) Damage arising from faulty design, specification, workmanship or materials
- k) Damage from mechanical or electrical faults or breakdown
- l) Damage caused by dryness, dampness, extremes of temperature or exposure to light
- m) Damage to swimming pools, tennis courts, drives, patios and terraces, hot tubs, walls, gates and fences and fuel tanks
- n) Any damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- o) Damage caused by domestic pets

# Policy Document

## Section I Buildings Insurance

### Settling claims - buildings only

#### How the insurer will deal with your claim

- 1) If **your** claim for loss or damage is covered under section 1, the **insurer** will pay the full cost of repair as long as:
  - the **buildings** were in a good state of repair immediately prior to the loss or damage and
  - the **sum insured** is enough to pay for the full cost of rebuilding the **buildings** in their present form and
  - the damage has been repaired
  - The claim is settled through a preferred supplier. Cash settlements may be available but will be reduced by any preferred supplier discounts

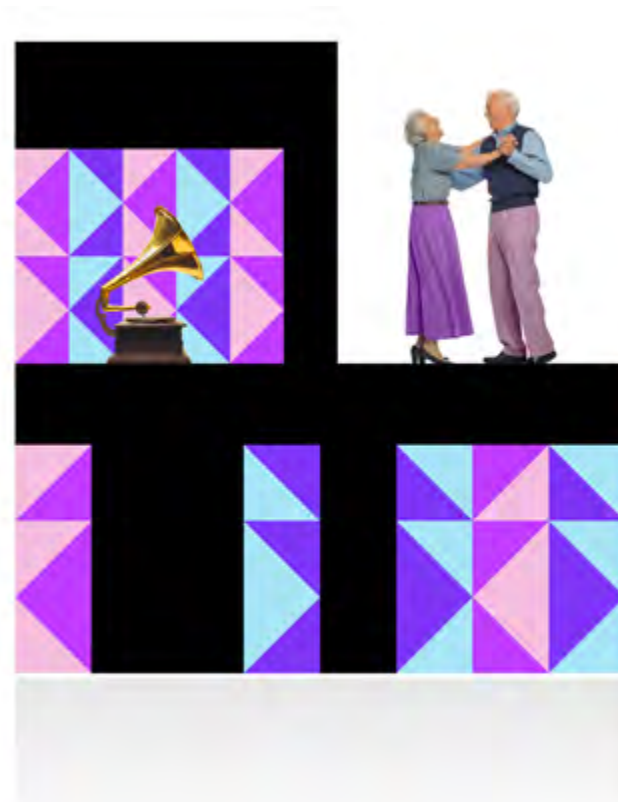
The **insurer** will guarantee repairs to the **property** undertaken as a result of a claim from unsatisfactory workmanship for a period of 12 months from the date that the claim was settled.

If the **buildings** were not in a good state of repair the **insurer** will deduct an amount from your claim.

- 2) The **insurer** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 3) The **insurer** will not reduce the **sum insured** under section 1 after **they** have paid a claim as long as **you** agree to carry out **their** recommendations to prevent further loss or damage.
- 4) If **you** are under-insured, which means that cost of rebuilding or repairing the **buildings** at the time of the loss or damage is more than **your sum insured** for the **buildings**, then the **insurer** will only pay a proportion of the claim. For example if **your sum insured** only covers one half of the cost of rebuilding or repairing the **buildings**, the **insurer** will only pay one half of the cost of rebuilding or repair.

#### Limit of Insurance

The **insurer** will not pay more than the **sum insured** for each **premises** shown in the **schedule**.



# Policy Document

## Section 2 - Contents Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

This **policy** covers the **contents** for loss or damage directly caused by:

- 1) Fire, lightning, explosion, earthquake or smoke
- 2) Aircraft and other flying devices or items dropped from them
- 3) Storm, flood or weight of snow
- 4) Escape of water from and frost damage to fixed water tanks, apparatus and pipes
- 5) Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
- 6) Theft or attempted theft

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) The **excess** as shown on **your schedule** for every claim
- a) The **excess** as shown on **your schedule** for every claim
- a) The **excess** shown on **your schedule** for every claim or, if applicable to **your policy**, the storm, flood or weight of snow **excess** for every claim, whichever is the greater
- b) Items in the open
- c) Loss or damage which happens gradually
- a) The **excess** as shown on **your schedule** for every claim and/or if applicable to **your policy** the escape of water **excess** as shown on **your schedule** for every claim
- b) Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section 2
- c) Loss or damage caused by failure of or lack of sealant and/or grout
- d) Loss or damage while the **property** is unoccupied or **unfurnished** unless otherwise shown on **your schedule**
- a) The **excess** as shown on **your schedule** for every claim
- b) Loss or damage caused by faulty workmanship
- c) Loss or damage while the **property** is **unoccupied** or **unfurnished** unless otherwise shown on **your schedule**
- a) The **excess** as shown on **your schedule** for every claim
- b) Any amount over £1,000 for **contents** within detached domestic outbuildings and garages
- c) Loss or damage if any part of **your property** is occupied by a non-family member unless there has been forcible or violent entry or exit to the **property**
- d) Loss or damage while the **property** is **unoccupied** or **unfurnished** unless otherwise shown on **your schedule**
- e) Loss where **contents** are obtained by any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason

# Policy Document

## Section 2 - Contents Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

- 7) Collision by any vehicle or animal
- 8) Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- 9) **Subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**
- 10) Falling trees, telegraph poles or lamp posts

### WHAT IS NOT COVERED

- a) The **excess** as shown on **your schedule** for every claim
- a) The **excess** as shown on **your schedule** for every claim
- b) Loss or damage if the **property** is **unoccupied** or **unfurnished** unless otherwise shown on **your schedule**
- a) The **subsidence, landslip** or **heave excess** and any additional **excess** shown on your schedule for every claim
- b) Loss or damage following damage to solid floors unless the walls of the **property** are damaged at the same time by the same event
- c) Loss or damage arising from faulty design, specification, workmanship or materials
- d) Loss or damage which, but for the existence of this insurance, would be covered under any contract or a guarantee or by law
- e) Loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- f) Loss or damage by coastal or river erosion
- a) The **excess** as shown on **your schedule** for every claim
- b) Loss or damage caused by trees being cut down or cut back within the **premises**
- c) Cost of removal if no damage to the contents





# Policy Document

## Section 2 - Contents Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

This **section** of the policy also covers:

- A) Accidental damage to:
- Televisions, satellite decoders
  - Audio and visual equipment
  - Radios
  - Home computers, video cassette recorders
  - DVD Players/Recorders all situated within the **property**

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) The **excess** as shown on **your schedule** for every claim
- b) Damage or deterioration caused in the process of professional cleaning, repair, renovation or dismantling
- c) Damage to tapes, records, cassettes, discs or computer software
- d) Mechanical or electrical faults or breakdown
- e) Loss of or damage to mobile phones, smart phones, tablets, portable computers, camcorders, cameras or other electronic equipment designed to be portable
- f) Loss or damage caused by domestic pets
- g) Damage caused from light, or atmospheric or climatic conditions
- h) Damage caused by chewing, tearing, fowling, scratching or denting
- i) Damage or any proportion of damage which is specifically excluded elsewhere under section 2
- j) Damage to contents within garages and outbuildings
- k) Damage to contact, corneal or micro corneal lenses
- l) Damage while the property is let, lent or sub-let unless you have notified us accordingly and it is recorded in the statement of fact
- m) Damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost
- n) Damage arising out of - faulty design, specification, workmanship or materials
- o) Damage caused by dryness, dampness, extremes of temperature and exposure to light

# Policy Document

## Section 2 - Contents Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

- B) Accidental damage to:
- Fixed glass and double glazing
  - **Sanitary ware**
  - Mirrors
  - Forming part of the **buildings** which **you** are legally liable for as a tenant and do not have other insurance for
  - Glass tops and fixed glass in furniture
  - Ceramic hobs
- C) The **contents**, if these are not already insured, whilst they are temporarily out of the **property** against loss or damage caused by:
- (i) any of the events insured under numbers 1-10 in section 2 while the **contents** are:
- In an occupied private dwelling
  - In any building where **you** are living or working
  - In a building for valuation, cleaning or repair
  - In a professional storage facility
  - In a bank or safe deposit
- (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **property** or to or from a bank, safe deposit or a professional storage facility

### WHAT IS NOT COVERED

- a) The **excess** as shown on **your schedule** for every claim
- b) The cost of repairing, removing or replacing frames
- c) Damage or any proportion of damage which is specifically excluded elsewhere under section 2
- d) Damage to contents within garages and outbuildings
- e) Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- f) Damage caused by chewing, tearing, scratching or fouling by animals
- g) Any amount over £1,000 in total for porcelain, china, glass and other brittle articles
- h) Damage to contact, corneal or micro corneal lenses
- i) Damage while the property is let, lent or sub-let unless you have notified us accordingly and it is recorded in the statement of fact
- j) Damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost
- k) Damage arising out of faulty design, specification, workmanship or materials
- l) Damage caused by dryness, dampness, extremes of temperature and exposure to light
- m) Any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination
- a) The **excess** as shown on **your schedule** for every claim
- b) **Contents** outside the **United Kingdom**
- c) **Money** or **credit cards**
- d) Any amount over 20% of the **sum insured** under section 2, or any amount over £10,000 - whichever is greater, for **contents** in a professional storage facility

# Policy Document

## Section 2 - Contents Insurance

The following cover applies only if your schedule shows that it is included.

### WHAT IS COVERED

- D) Up to twelve months **rent you** have to pay as occupier if the **property** cannot be lived in following loss or damage which is covered under section 2
- E) Costs of using other accommodation, substantially the same as **your** existing accommodation which **you** have to pay for if the **property** cannot be lived in following loss or damage which is covered under section 2
- F) **Your** legal responsibility as a tenant for loss or damage to the **buildings** (which would be covered under section 1 whether **you** have selected that cover or not) caused by loss or damage which is covered under section 2
- G) The cost of repairing accidental damage to
- Domestic oil pipes
  - Underground water-supply pipes, sewers, drains, septic tanks, gas pipes and cables

serving the **property** which **you** are legally liable for as a tenant only

### WHAT IS NOT COVERED

- a) The **excess** as shown on **your schedule** for every claim
- b) Any amount over:
- £7,500 or
  - 10% of the **contents sum insured** (or £10,000, whichever is the lesser) subject to a minimum of £7,500 if the property has 6 or more bedrooms
- under section 2 for the **contents** of the **buildings** damaged or destroyed
- a) The **excess** as shown on **your schedule** for every claim
- b) Any amount over:
- £7,500 or
  - 10% of the **contents sum insured** (or £10,000, whichever is the lesser) subject to a minimum of £7,500 if the property has 6 or more bedrooms
- under section 2 for the **contents** of the **buildings** damaged or destroyed
- a) The **excess** as shown on **your schedule** for every claim
- b) Any amount over 10% of the sum insured under section 2, or £5,000 whichever is greater, for the **contents** of the **buildings** damaged or destroyed
- c) Loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures and fittings
- d) Loss or damage arising from **subsidence, heave or landslip**
- e) Loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
- f) Loss or damage while the **buildings** are **unfurnished or unoccupied**
- g) The cost of maintenance or normal re-decoration
- a) The **excess** as shown on **your schedule** for every claim
- b) Damage to the **buildings** which is excluded under section 1 of this insurance (whether in force or not)
- c) Loss or damage while the **property** is **unoccupied or unfurnished** unless otherwise shown on **your schedule**

# Policy Document

## Section 2 - Contents Insurance

The following cover applies only if **your schedule** shows that it is included.

### WHAT IS COVERED

- H) Fatal injury to **you**, happening at the **premises**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury
- I) Costs **you** have to pay for replacing locks to safes, alarms and outside doors in the **property** following theft or loss of **your** keys
- J) Increased domestic metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under number 4 of section 2
- K) The cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes
- L) Loss or damage arising within the **property** as a result of any cause listed in numbers 1 - 10 of section 2, to replace music media and/or video **you** have bought and stored on **your** home computer that is deemed irretrievably lost and has not been otherwise stored on other pre-recorded or writable media

In order for a claim to be considered **you** must be able to supply the **insurer** with proof of purchase

### WHAT IS NOT COVERED

- a) Any amount over £10,000 for each insured person
  - a) The **excess** as shown on your **schedule** for every claim
  - b) Any amount over £750 in any **period of insurance**
  - a) The **excess** as shown on **your schedule** for every claim
  - b) More than £2,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, the **insurer** will not pay more than £2,000 in total
  - a) The **excess** as shown on **your schedule** for every claim
  - b) Loss or damage caused by an electricity or gas company cutting off or restricting **your** supply to the **property**
  - c) Loss or damage due to gas or electricity failure caused by strike or industrial action
  - d) Any amount over £1,100
  - a) The **excess** as shown on **your schedule** for every claim
- The cost of:
- b) Remaking a film, a tape or a disc
  - c) Rewriting the information on **your** media playing equipment
  - d) Any amount over £2,500 in any **period of insurance**
  - e) Any claim unless proof of purchase can be provided

# Policy Document

## Section 2 - Contents Insurance

The following cover applies only if **your schedule** shows that it is included.

### WHAT IS COVERED

- M) **Contents** belonging to a member of **your** family who is away at university/ college during term-time but who usually resides at the **property** against perils 1-10 of section 2
- N) Loss or damage to plants, shrubs, bushes or trees in the open within the **premises**
- O) The **contents sum insured** will increase by 10% for a 30 day period before and after **your** wedding day or civil partnership, **your** anniversary and **your** birthday (including births and christenings) as well as during any month in which **you** celebrate other religious festivals such as Christmas, Eid or Hanukkah against perils 1-10 under section 2.

### WHAT IS NOT COVERED

- a) The **excess** as shown on **your schedule** for every claim
  - b) More than £6,000 in total
  - c) More than £500 for any one item
  - d) Loss of or damage to mobile phones, smart phones, tablets or portable computers (unless specified under Section 5)
  - e) Theft unless following forcible or violent entry or exit
- a) The **excess** as shown on **your schedule** for every claim
  - b) More than £1,500 in total
  - c) Loss or damage caused by disease

# Policy Document

## Section 2 - Contents Insurance Accidental Damage

The following applies only if the schedule shows that accidental damage to contents is included

### WHAT IS COVERED

The **insurer** will cover **you** for:

Accidental damage to **contents** within the boundary of the **Property**

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- The **excess** as shown on **your schedule** for every claim
- Damage or any proportion of damage which is specifically excluded elsewhere under section 2
- Damage to **contents** within garages and outbuildings
- Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- Damage caused by chewing, tearing, scratching or fouling by animals
- Any amount over £1,000 in total for porcelain, china, glass and other brittle articles
- Mobile phones, smart phones, tablets and portable computers unless specified in **your schedule**
- **Money, credit cards, documents or stamps**
- Damage to contact, corneal or micro corneal lenses
- Damage while the **property** is let, lent or sub-let unless **you** have notified **us** accordingly and it is recorded in the **statement of fact**
- Damage caused by insects, **vermin**, infestation, corrosion, damp, wet or dry rot, mould or frost
- Damage arising out of faulty design, specification, workmanship or materials
- Damage from mechanical or electrical faults or breakdown
- Damage caused by dryness, dampness, extremes of temperature and exposure to light
- Any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination



# Policy Document

## Section 2 - Contents Insurance

### Settling claims – contents only

How the **insurer** will deal with **your** claim:

- 1) If **you** claim for loss or damage to the **contents** the **insurer** will repair, replace or pay for any article covered under section 2. For total loss or destruction of any article the **insurer** will pay **you** the cost of replacing the article as new, as long as:
  - The new article is as close as possible to but not an improvement on the original article when it was new; and
  - **You** have paid or the **insurer** has authorised the cost of replacement.
  - The claim is settled through a preferred supplier. Cash settlements may be available but will be reduced by any preferred supplier discounts

Where the **insurer** has agreed to repair any article covered under section 2, the **insurer** will guarantee the repair from unsatisfactory workmanship for a period of 12 months from the date that the claim was settled.

The above basis of settlement will not apply to household linen, pedal cycles and camping equipment where the **insurer** will take off an amount for wear and tear.

- 2) The **insurer** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.
- 3) The **insurer** will not reduce the **sum insured** under section 2 after **they** have paid a claim as long as **you** agree to carry out **their** recommendations to prevent further loss or damage.
- 4) If **you** are under-insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than **your sum insured** for the **contents**, then the **insurer** will only pay a proportion of the claim. For example if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, the **insurer** will only pay one half of the cost of repair or replacement.

#### Limit of insurance

The **insurer** will not pay any more than the **sum insured** for the **contents** of each **premises** shown in the schedule.

It is **your** responsibility to ensure that the **contents sum insured** is adequate to replace **your property** in the event of a covered loss. If **you** have any concerns over this figure, please contact **our** Customer Services Team.

#### Index linking

The **sums insured** will be adjusted each month in line with the Durable Household Goods Section of the Retail Price Index or in line with any other index the **insurer** decides.

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

# Policy Document

## Section 3 - Accidents to Domestic Staff

The following applies only if the contents are insured under section 2.

### WHAT IS COVERED

The **insurer** will cover **you**:

For amounts **you** become legally liable to pay, including **costs and expenses** which the **insurer** has agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic staff** employed in connection with the **premises** shown in the **schedule**

### WHAT IS NOT COVERED

The **insurer** will not pay for:

**Bodily injury** arising directly or indirectly:

- From any vehicle [including drones] outside the **premises**
- From any vehicle used for racing, pace making or speed testing
- From any communicable disease or condition
- In Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**
- From ownership or occupation of any land or buildings other than the **property**
- Where you are entitled to cover from another source
- From any trade or business activity
- From using any power operated lift, mechanically propelled vehicle or horse drawn vehicle (other than domestic gardening equipment not licensed for road use), aircraft, hovercraft or watercraft (other than rowing boards or canoes), caravan or trailer
- From animals other than your pets
- From dangerous dogs specified under Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991
- From firearms (except shotguns used for sporting purposes)
- From the consequence of assault or alleged assault
- Any deliberate, wilful or malicious act

### Limit of insurance

The **insurer** will not pay more than £5,000,000 for any one accident or series of accidents resulting from any one event, plus the **costs and expenses** which the **insurer** has agreed in writing.



# Policy Document

## Section 4 - Legal Liability to the Public

This section applies only if the schedule shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this policy.

### Part A

Part A of this section applies in the following way:

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

#### WHAT IS COVERED

The **insurer** will cover **you**:

- (i) As owner or occupier for any amounts **you** become legally liable to pay as

damages for

- **bodily injury**
- damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

- (ii) As a private individual for any amounts you become legally liable to pay as damages for

- **bodily injury**
- damage to property

caused by an accident happening anywhere in the world during the **period of insurance**

#### WHAT IS NOT COVERED

The **insurer** will not cover **you** for any liability:

- a) For **bodily injury** to **you**, any other permanent resident of the **property** or any person who at the time of sustaining such injury is engaged in **your** service
- b) For **bodily injury** arising directly or indirectly from any communicable disease or condition
- c) As a result of any criminal or violent act to another person or property
- d) For damage to property owned by or in the charge or control of **you**, any other permanent resident of the **property** or any person engaged in **your** service
- e) In Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**
- f) As a result of any profession, occupation, business or employment
- g) Which **you** have assumed under contract and which would not otherwise have applied

# Policy Document

## Section 4 - Legal Liability to the Public

This section applies only if the schedule shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this **policy**.

### WHAT IS COVERED

### WHAT IS NOT COVERED

- h) As a result of **your** ownership, possession or use of:
- (i) a motorised or horse drawn vehicle other than:
    - domestic gardening equipment used within the **premises** and
    - pedestrian controlled gardening equipment used elsewhere
  - (ii) A power- operated lift
  - (iii) an aircraft [including drones] or watercraft other than manually operated rowing boats, punts or canoes
  - (iv) an animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991
- i) For any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
  - reported to the claims department not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination resulting from the accident shall be deemed to have happened at the time of the accident
- j) As a result of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**
- k) If **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted



# Policy Document

## Section 4 - Legal Liability to the Public

This section applies only if the schedule shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this policy.

### Part B

#### WHAT IS COVERED

The **insurer** will pay for:

Sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- Part A (ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**
- There is no appeal pending
- **You** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

#### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) Any amount in excess of £250,000
- b) Claims if the **property** is let, lent or sub-let
- c) Any liability if **you** are entitled to cover under other insurance



# Policy Document

## Section 4 - Legal Liability to the Public

This section applies only if the schedule shows that either the **buildings** are insured under section 1 or the **contents** are insured under section 2 of this **policy**.

### Part C

#### WHAT IS COVERED

The **insurer** will pay for:

Any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by **you**

#### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) Any liability if **you** are entitled to cover under any other insurance
- b) The cost of repairing any fault or alleged fault
- c) Claims if the **property** is let, lent or sub-let

#### Limit of insurance

The **insurer** will not pay:

- in respect of pollution and/or contamination: more than £5,000,000 in all
- in respect of other liability covered under section 4:

More than £5,000,000 in all for Part A and C, and £250,000 for Part B for any one accident or series of accidents arising out of any one event, plus the **costs and expenses** which **they** have agreed in writing.

# Policy Document

## Section 5 - Valuables and Personal Possessions

The following cover applies only if the schedule shows that it is included and if contents are insured under section 2

### WHAT IS COVERED

The **insurer** will pay for:

**Valuables** and **personal possessions** listed in the **schedule** (or specification(s) attached) against physical loss or damage anywhere in the world

Cover is restricted to 90 days in any one **period of insurance**, while the **valuables** and **personal possessions** are temporarily outside the **United Kingdom**

### WHAT IS NOT COVERED

The **insurer** will not pay for:

- a) The **excess** as shown on **your schedule** for unspecified items under Section 2 Standard Excess applicable to Contents, for every claim
- b) Damage caused by moth, **vermin**, other pests or rot
- c) Damage from electrical or mechanical faults or breakdown
- d) Any amount over £1,500 for any one item unless specifically listed in **your schedule**
- e) Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- f) Damage to guns caused by rusting or bursting of barrels
- g) Breakage of any sports equipment whilst in use
- h) Any loss of or damage to contact, corneal or micro corneal lenses
- i) Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision
- j) Items listed as being excluded under **Contents** cover, for example Mobile phones, smart phones, tablets and portable computers unless otherwise stated in the specification(s) in **your schedule** and **you** have paid the appropriate additional premium for those items
- k) Any loss or damage while the **property** is let, lent or sub-let or **unoccupied**
- l) Theft or disappearance from an unattended motor vehicle
- m) Any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms
- n) Loss or damage caused by domestic pets
- o) Riot or civil commotion outside the **United Kingdom**
- p) Depreciation in value
- q) Any amount over £100 in total for **money** in any one **period of insurance**

# Policy Document

## Section 5 - Valuables and Personal Possessions

### Settling claims – conditions that apply to section 5 only

How the **insurer** will deal with **your** claim:

- 1) The **insurer** will repair, replace or pay for any article lost or damaged. For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:
  - The new article is as close as possible to but not an improvement on the original article when it was new, and
  - **You** have paid or **we** have authorised the cost of replacement.
  - The claim is settled through a preferred supplier. Cash settlements may be available but will be reduced by any preferred supplier discounts

The above basis of settlement will not apply to clothes, camping equipment or household linen where **we** will take off an amount for wear and tear.

Where the **insurer** has agreed to repair any article covered under section 5, the **insurer** will guarantee the repair from unsatisfactory workmanship for a period of 12 months from the date that the claim was settled.

- 2) If any insured item is part of a pair or set and has an insured value of £1,500 or over:
  - The **insurer** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
  - The **insurer** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.
- 3) If the total value of unspecified items at the time of the loss or damage is more than **your sum insured** for such items, then the **insurer** will only pay for a proportion of the claim. For example if **your sum insured** only represents one half of the total value of unspecified items **they** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **property** the **insurer** will not take account of the value of **personal possessions** in the **property** at the time of such loss or damage.

#### Limit of insurance

The **insurer** will not pay more than the **sum insured** shown in the **schedule**.

# Policy Document

## Section 6 - Pedal Cycle Cover Away from the Home

The following cover applies only if the **schedule** shows that it is included and if **contents** are insured under section 2

### WHAT IS COVERED

The **insurer** will pay for:

The cost of repairing or replacing **your** pedal cycles that you have specified to be covered away from the home following:

- theft or attempted theft
- accidental damage

anywhere in the **United Kingdom**

### WHAT IS NOT COVERED

The **insurer** will not pay for:

a) Loss or damage to:

- tyres
- lamps
- accessories

unless the pedal cycle is stolen or damaged at the same time

b) Damage caused by mechanical or electrical faults or breakdown

c) Loss or damage while the pedal cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes

d) Theft unless the pedal cycle was locked to an immovable object or kept in a locked building at the time of the theft

How the insurer will deal with your claim:

1) The **insurer** will repair, replace or pay for any article lost or damaged.

- Where the damage can be repaired economically the **insurer** will pay the cost of the repair.
- Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced the **insurer** will pay the replacement cost.
- If a replacement is not available the **insurer** will replace it with a pedal cycle of similar quality.
- Where the **insurer** is unable to economically repair or replace the pedal cycle with one of similar quality the **insurer** will make a cash payment equal to an agreed replacement value.

2) The **insurer** will settle your claim less any excess subject to any limit shown in the schedule.

3) If the cost of replacing or repairing the pedal cycle is more than the **sum insured** at the time of any loss or damage, then the **insurer** will only pay a share of the claim. For example if the **sum insured** only covers one third of the cost of replacing or repairing **your** pedal cycle, the **insurer** will only pay one third of the cost of repair or replacement.

### Limit of insurance

The **insurer** will not pay more than the **sum insured** shown in the **schedule**.

# Policy Document

## Section 7 - Basic Legal Expenses

This section only applies if **your schedule** includes basic legal expenses. Refer to the booklet “Those All Important Extras” if you have one of our other legal expenses policies.

### WHAT IS COVERED

This **policy** covers:

This insurance covers the legal **costs** of pursuing or defending **legal action** within the **United Kingdom** up to a maximum of £25,000 for **incident(s)** occurring within the **United Kingdom** and within the **period of insurance**, and as detailed under the separate sections of cover below:-

#### Consumer pursuit and defence

- 1) **Costs** to pursue a legal action following a breach of a contract **you** have for buying or renting goods or services for **your** private use
- 2) **Costs** to defend a legal action brought against **you** following a breach of a contract **you** have for selling **your** own personal goods

#### Property infringement and damage

- 3) **Costs** to pursue a legal action for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **property**
- 4) **Costs** to pursue a legal action for damages against a person or organisation that causes physical damage to the **property**.

#### Property sale and purchase

- 5) **Costs** to pursue or defend a legal action arising from a breach of a contract for the sale or purchase of the **property**.

#### Legal helpline

- 6) 24 hour telephone service for advice on private legal issues

### WHAT IS NOT COVERED

The **insurer** will not pay for losses or **costs** of **legal action**:

Under all sections, cover is excluded:

- a) For employment, accidental death or personal injury disputes
  - b) Arising or proceeding outside the **United Kingdom**
  - c) Where costs are incurred without prior consent of the **insurer**
  - d) From disputes between persons **insured** on this **policy**
  - e) Where **costs** are covered by another insurance **policy**
  - f) Directly or indirectly arising from planning law
  - g) Directly or indirectly arising from altering or constructing buildings for your use
  - h) Where disputes relate to fines or penalties
- a) Where the amount in dispute is less than £250+VAT
  - b) Where the breach occurred before the **period of insurance**
  - c) For disputes with **tenants** or **occupants**
  - d) For disputes involving insurance company settlements
  - e) For financial services disputes arising from the sale or performance of products/ services provided to **you**
- a) For the first £250 for **property** infringement disputes
  - b) Where nuisance or trespass started within 180 days of purchasing this cover unless **you** held equivalent cover for at least 180 days prior to nuisance or trespass starting
  - c) Where **property** damage occurred prior to first purchasing cover
  - d) For works under the order of or by government, public or local authorities
  - e) For adverse **property** possession
  - f) In respect of a contract **you** entered into
  - g) Directly or indirectly from **subsidence, heave, landslip**, mining or quarrying
- a) Where the amount in dispute is less than £250+VAT
  - b) Where **you** purchased this policy after the date you completed the sale or purchase of the **property**



# Policy Document

## Section 7 - Basic Legal Expenses

### Settling claims - basic legal expenses

#### How the insurer will deal with your claim

To make a claim, simply call the 24/7 legal helpline on **0330 660 0660** quoting 'HomeProtect' and if possible, **your** policy number, to start a claim. It is important to call this number as soon as **you** are aware of any potential claim or circumstances which may give rise to a claim.

As long as there is at least a 50% chance of winning and achieving a positive outcome, a solicitor will be appointed from a panel, or their agents, to handle **your** case. In forming this view, independent legal advice may be taken at any time and consideration will be given to **your** chances of:

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

#### Complaints

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway. If **you** are unhappy with the service provided or have any cause for complaint about your basic legal expenses cover, please get in touch as follows:

#### Arc Legal Assistance Ltd

PO Box 8921  
Colchester  
CO4 5YD  
**01206 615 000**  
claims@arclegal.co.uk

If **we** cannot resolve the matter to **your** satisfaction, **we** will provide **you** with **our** final response so that **you** can, if **you** wish, refer the matter to the Financial Ombudsman Service. If **you** make a complaint, **your** right to legal action against **us** is not affected.

#### Additional exclusions applicable to basic legal expenses

##### There is no cover where:-

- a) Something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.
- b) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- c) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.
- d) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.

##### There is no cover for:-

- a) Claims where loss or damage is insured under any other insurance.
- b) Claims made by or against Avantia Insurance Limited, **your insurer, legal adviser or us**.
- c) Any claim you make which is false or fraudulent or exaggerated.
- d) Defending legal actions arising from anything **you** did deliberately or recklessly.
- e) **Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

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

- a) A dispute between **you** and someone **you** live with or have lived with.
- b) **Your** business trade or profession other than as an employee.
- c) An application for a judicial review.
- d) Defending or pursuing new areas of law or test cases.

# Policy Document

## Section 7 - Conditions Applicable to Basic Legal Expenses

### Additional conditions applicable to basic legal expenses

- a) You must claim within 180 days of the **incident** first occurring. There will be no cover under this **policy** if a delay in reporting the claim prejudices our position.
- b) **We** may conduct legal action in your name. Subject to your consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) If any claim covered under this policy is also covered by another legal expenses **policy**, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
- d) **You** must supply all information requested by the **legal adviser** and **us**. You must also instruct the **legal adviser** to provide all information requested by us at their own cost.
- e) If court proceedings are issued or a conflict of interest arises, you can nominate a **legal adviser** to act for **you**. In this instance, **you** will be responsible for any **costs** in excess of our **standard adviser's costs**. The **legal adviser** must represent **you** in accordance with our standard conditions of appointment available on request.
- f) The **legal adviser** will:
  - i. Indicate the prospects of success and prospects of enforcing any judgment obtained.
  - ii. Keep us advised of all developments and provide information we may require including all costs incurred.
  - iii. Advise **us** of offers to settle and payments to court. If against **our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **we** agree in absolute discretion to allow the case to proceed.
  - iv. Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - v. Attempt recovery of costs from third parties.

- g) In the event of a dispute regarding **legal advisers' costs** you may be required to change **legal adviser**.
- h) The **insurer** shall only be liable for **costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- i) **You** are responsible for all **costs** if **you** withdraw from legal proceedings without **our** prior consent. Any **costs** already paid under this insurance will be reimbursed by **you**.

#### Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled by **you** in isolation. However, **we** reserve the right to cancel cover by giving 14 days' notice in writing to **you**. We will only do this in exceptional circumstances as a result of **you** behaving inappropriately, for example where there is a reasonable suspicion of fraud or **you** direct threatening or abusive behaviour at our staff or agents.

#### Authorisation

This cover is provided by Arc Legal Assistance Limited, specialist legal services providers, and is underwritten by Inter Partner Assistance SA on whose behalf they act.

- Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

The Firm Reference Number is 305958 which can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

- Inter Partner Assistance SA (part of the worldwide AXA Group) is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK.

The Firm Reference Number is 202664 which can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register).

# Policy Document

## Section 8 Basic Home Emergency

This section only applies if **your schedule** includes basic home emergency. Refer to the booklet “Those All Important Extras” for our other home emergency options.

### WHAT IS COVERED

This **policy** covers:

This insurance covers **emergency repair** costs to **residences** within the **territorial limit** for **emergencies** up to a maximum of £200 per claim and not exceeding £600 in any **period of insurance** as follows:-

#### Burst pipes

- Bursting or sudden leakage of water pipes within the insured **residence** likely to cause further damage to the **residence** or **contents**

#### Drains and sewers

- Failure of or damage to underground drains or sewers

#### Mains services

- Failure of **your mains services** for which **you** are legally responsible

#### Pest infestation

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

#### Failure of sanitary facilities excluding Saniflow toilets

- Damage to, or mechanical failure of, the only toilet or cistern in the **residence** causing complete loss of function

#### Security emergency

- Break-in or vandalism affecting security of the **residence**

#### Roofing damage

- Missing or dislodged tiles likely to cause further damage

#### Emergency helpline

- 24 hour telephone service for emergency repairs

### WHAT IS NOT COVERED

The **insurer** will not pay for losses or damage relating to:

Under all sections, cover is excluded for:-

- Heating systems involving a boiler or warm air unit
- Any situation resulting from the loss or theft of keys which prevents normal access to the insured **residence**
- Before the **period of insurance** starts or within 48 hours of the first purchase of this **policy**
- The results of hard water scaling deposits
- Dripping taps, burst or leaking flexible hoses, leaking washing appliances fitted with a stop tap or leaking overflows
- Slow seepage from joints or gaskets which is not sudden
- Breakage of any sink, bidet bath or shower base
- Air locks or water hammer in central heating piping or radiators
- Blockage of soil or waste pipes from sinks, bidets, baths or showers
- Failure of cesspits, septic tanks and associated pipe work
- Utility companies interrupting or disconnecting **mains services** or any equipment they are responsible for
- Services beyond the boundary of **your residence**, or **your** part of the sole or shared supply system or piping
- Infestations or pests in gardens or outbuildings
- Damage caused by the pest(s) or by their removal
- Claims where there is another working toilet in the **residence**
- Cost of replacement ceramics or parts
- Breakage of internal glass or doors
- Any loss not reported to the Police
- Flat or tarpaulin roofs
- Blocked or misaligned guttering

# Policy Document

## Section 8 - Basic Home Emergency

### Settling claims - basic home emergency

#### How the insurer will deal with your claim

Simply call the 24/7 emergency helpline on **0330 660 0660** quoting 'HomeProtect' and if possible, **your** policy number, to start a claim. You must call as soon as **you** are aware of any potential **emergency** which may give rise to a claim.

This insurance is designed to cover **emergencies** that necessitate immediate action to make **you** and **your residence** safe, secure or to avoid further damage. An **approved contractor** will assess and

- Carry out **emergency repairs** to **your residence** to stabilise the situation and remove the **emergency** or
- Where the cost of a **permanent repair** is similar an **emergency repair**, **we** may at **our** sole discretion, authorise our **approved contractor** to make a **permanent repair**.

Whilst **we** always do **our** best to respond quickly remote geographical locations or unforeseeable adverse conditions may prevent us from providing the normal standard of service. **We** also cannot be responsible for inconvenience, loss or damage caused by a delay in manufacturers, suppliers or agents supplying spare parts.

#### Complaints

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway. If **you** are unhappy with the service provided or have any cause for complaint about your basic home emergency cover, please get in touch as follows:

#### Quality Department

Intana, Sussex House  
Perrymount Road,  
Haywards Heath  
West Sussex  
RH16 1DN  
**01444 442010**  
quality@intana-assist.com

If **we** cannot resolve the matter to **your** satisfaction, **we** will provide **you** with our final response so that you can, if **you** wish, refer the matter to the Financial Ombudsman Service. If you make a complaint, **your** right to legal action against **us** is not affected.

#### Important – major emergencies

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

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

#### Additional exclusions applicable to basic home emergency

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

- a) Faults, damage or infestation you were aware of when you purchased cover.
- b) Repairs covered by another policy or maintenance agreement.
- c) The consequence of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- d) Failure of any computer or other electrical component to recognise correctly any date and its true calendar date; or failure caused by computer viruses.
- e) Equipment not installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
- f) Subsequent claims arising from the same cause or event when **you** have not acted on the advice of **our approved contractor** to ensure the original fault received a **permanent repair**.
- g) CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
- h) **Residences left unoccupied** for 30 consecutive days or more.
- i) Any **emergency** where no fault is found or when **you** have not notified **us** and received our prior agreement.
- k) An **emergency** affecting any other property or communal/shared areas of **your residence**.
- l) Malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, attempted repairs or modifications not meeting industry standards.
- m) Gaining necessary access to the **residence** to fix the **emergency**.
- n) The cost of **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **residence**.
- o) The provision of, or delay in, providing service to which this insurance relates unless **our** negligence can be proved. An example would be loss of wages as a result of an **emergency**.

# Policy Document

## Section 8 Conditions Applicable to Basic Home Emergency

### Additional conditions applicable to basic home emergency

- a) **We** will insure **you** under this **policy** only if **you** keep to the terms and conditions of this **policy**.
- b) **You** must take all reasonable steps to protect the insured **residence** and prevent loss and damage and to maintain the insured **residence** in sound condition and good repair.
- c) If a claim is fraudulent in any respect all benefit under this **policy** will be forfeited.
- d) **We** may take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable **us** to recover any costs **we** have incurred from any third party who may be liable for the costs.
- e) When **you** become aware of a possible claim under this **policy**, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own **approved contractor**, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.
- f) **You** must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance **policy**.
- g) If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than a fair and rateable proportion of any claim.
- h) **You** must be in attendance when the approved contractor arrives at the insured **residence**.
- i) **You** must advise the Police immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.
- j) If there is any dispute about the **policy** interpretation, or if **we** have accepted a claim but there is a disagreement over the amount **we** will pay, **we** will offer **you** the option of resolving this by using arbitration.

#### Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled by **you** in isolation. However, **we** reserve the right to cancel cover by giving 14 days' notice in writing to **you**. We will only do this in exceptional circumstances as a result of **you** behaving inappropriately, for example where there is a reasonable suspicion of fraud or **you** direct threatening or abusive behaviour at our staff or agents.

#### Authorisation

This cover is provided by Intana, specialist home emergency providers, and is underwritten by Great Lakes Reinsurance (UK) PLC on whose behalf they act.

- Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
- Intana is a trading style of Collinson Insurance Services Ltd and is registered as a company in England and Wales (company number 00758979).
- Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered as a company in England and Wales (company number 02189462)..

# Policy Document

## Important Information

### Basis of application and cancellation details

#### What you have told us

When taking out, renewing or changing **your policy**, **you** must take care to provide accurate and complete answers to all questions we **ask**. **Your policy** is based on **your** answers which are summarised within **your statement of fact**. If **you** deliberately or recklessly withhold or misrepresent information, **insurers** are entitled by law to decline claims and to cancel **your policy**. It can also lead to criminal prosecution.

#### Changes in circumstance

**You** must tell **us** immediately of any changes that affect what **you** have told **us**; for example, if **you** move house or if anything happens to change the use, the nature or the amount of cover required. Remember if **you** are underinsured (if the amount **you** have chosen to insure is less than the amount to reinstate **your buildings, contents, valuables** and **personal possessions**) you will only be paid a proportion of any claim **you** might make.

#### Basis of advice

Please note **we** do not provide advice on how much **you** should insure **your buildings** and **contents** for. Any information or suggestions **we** offer are only to assist **you** in making **your** own choices on the sections and amount of cover you require.

#### Cooling off period

**You** are entitled to cancel this **policy** by contacting **us** within 14 days of either the date **you** receive **policy** documentation, or the date **you** purchased **your policy**, whichever is the latter.

If **you** have not made a claim, **we** will refund **your** premium in full. **We** reserve the right to retain any arrangement fee charged or to charge fees to cover our costs which may be deducted from any refund due. Please see the document: "Important Information About Our Insurance Services" for details of fees that apply.

#### Notice on information sharing

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of subscribers is available upon request or visit [www.cueuk.org](http://www.cueuk.org) for more details.

During **your** application, the register may be searched and in the event of a claim, the information **you** supplied and other detail relating to the claim may be put on the register and made available to subscribers.

#### Cancellation and fees

- 1) If **you** wish to cancel **your policy** after the cooling off period, you can do so at any time by contacting **us**. If **you** pay **your** premium annually, a pro-rata refund will be made depending on how long the **policy** has been held unless a claim has been made. If **you** pay monthly, the cancellation will take effect from the end of the period for which **you** have paid and no refund will be due. If a claim has been submitted or is due within the **period of insurance**, no refund will be made. This does not affect **your** right to claim for events prior to cancellation whether **you** receive a refund or not. Details of non-refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".
- 2) **We** or the **insurer** have the right to cancel **your policy** by giving 30 days written notice at **your** last address. Reasons may include, but not be limited to, non-payment of premium, changes which make the risk unacceptable, **we** discover that **you** have provided **us** with incorrect information, or **we** learn of aggressive behaviour to **our** staff. Where possible we will try to resolve the matter first. If we cancel the **policy**, **we** will refund premiums on a pro-rata basis depending on how long the **policy** has been held. If a claim has been submitted or is due within the **period of insurance**, no refund will be made. This does not affect **your** right to claim for events prior to cancellation whether you receive a refund or not.
- 3) If we are unable to collect **policy** fees, charges, or premiums due to **us** under the terms of **your policy**, **we** will take steps to contact **you** to collect the outstanding sum(s) before exercising **our** right to cancel. If **we** are unable to resolve the situation, **we** reserve the right to engage the services of a debt collection agency. You would then be required to pay all further charges incurred in relation to collection of the debt, in addition to the original sum(s) owed.
- 4) If any party to this insurance cancels all cover under Sections 1 to 6 at any time during the **period of insurance**, **we** will automatically cancel additional cover options (for example, legal expenses or home emergency cover) that appear on **your latest schedule**. If cancellation occurs outside the cooling off period no refund will be due in respect of the additional cover options and **you** will still need to pay the full annual premium for those cover options if **you** have not already done so.
- 5) If any party to this insurance cancels any of the additional cover options outside the cooling off period but cover under Sections 1 to 6 continues, no refund will be due in respect of the additional cover options and **you** will still need to pay the full annual premium for them if **you** have not already done so.
- 6) For details of **policy** fees please refer to the "Important Information About Our Insurance Services" document.

# Policy Document

## Complaints

We are here to help

### Complaints

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

If **you** have any questions about the administration of **your policy**, **you** should contact **us** on 0330 660 1000. Copies of our complaints procedures are also available by contacting this number. If **you** have any concerns about a claim **you** should refer the matter to the **insurer**. **Their** contact details are provided on **your schedule**.

If **we** or the **insurer** cannot resolve the matter to **your** satisfaction, **we** will provide **you** with **our** final response so that **you** can, if **you** wish, refer the matter to the Financial Ombudsman Service. If **you** make a complaint, **your** right to legal action against **us** is not affected. Their contact details can be found on the final page of this booklet.

### The Financial Services Compensation Scheme

If **we** or the **insurers** cannot meet **our** obligations **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). If **you** were entitled to compensation under the scheme, the level and extent of the compensation would depend on the nature of this contract. Most insurance contracts are covered for 90% of the claim with no upper limit. Further information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Law & Jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance **policy**. Unless specifically agreed to the contrary this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

# Policy Document

## Useful telephone numbers

For **your** convenience, we have listed below most of the telephone numbers **you** are likely to need for general enquiries, claims and complaints on **your schedule**.

For all numbers listed in this booklet, calls are recorded for training and monitoring purposes.

### HomeProtect Sales and Customer Service

**0330 660 1000**

Mon-Fri 9am-8pm, Sat 9am-1pm

### HomeProtect Claims

**0330 660 0660**

Open 24 hours, 7 days a week

### Legal Expenses Claims

If your schedule shows 'basic' legal expenses cover is included:-

**0330 660 0660**

Open 24 hours, 7 days a week

If **your schedule** does not indicate **your** legal expenses cover is 'basic', **you** must contact the telephone number shown in **your schedule** as the service may be provided by one of our other partners.

### Home Emergency Claims

If your schedule shows 'basic' home emergency cover is included:-

**0330 660 0660**

Open 24 hours, 7 days a week

If **your schedule** does not indicate **your** home emergency cover is 'basic', **you** must contact the telephone number shown in **your schedule** as the service may be provided by one of our other partners.

### Arc Legal Complaints:

#### Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

**01206 615 000**

claims@arclegal.co.uk

### Intana Assist Complaints:

#### Quality Department

Intana, Sussex House

Perrymount Road,

Haywards Heath

West Sussex

RH16 1DN

**01444 442010**

quality@intana-assist.com

### Financial Ombudsman Service

Exchange Tower

London

E14 9SR

**0300 1239 123**

Mon-Fri 9am-5pm

### National Gas Emergency Service

**0800 111 999**

Open 24 hours, 7 days a week

### Floodline

**0345 988 1188**

If your **property** is in an area at risk of flooding, or you would like information on what to do in the event of a flood, call Floodline, the Environment Agency's free flood warning service.

### RICS

**024 7686 8555**

RICS (Royal Institution of Chartered Surveyors) is the world's leading professional body for setting standards in the surveying industry





HomeProtect is a trading style of Avantia Insurance Limited.  
Avantia Insurance Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference No 304432.  
Registered office address is Avantia House, 29 Thames Street, Kingston upon Thames, KT1 1PH.  
Company Registration Number 4567760.