

Your **home insurance**  
policy booklet



**churchill™**

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# Welcome to Churchill

## Dear Customer

Thank you for insuring your home with us.

We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy booklet provides all the details you need to know about your insurance policy. Please read this alongside your schedule and home proposal confirmation.

Remember, you get some great benefits with Churchill home insurance including:

- fast efficient service, with no forms to fill in even if you make a claim;
- a 24-hour claims helpline for when you need to make a claim;

- up to a 5 year No Claim Discount for simply not making claims;
- access to a free legal advice helpline – 24 hours a day, seven days a week;
- a flexible product that allows you to choose the cover you need; and
- discounts on Churchill motor, breakdown, pet and travel insurance.

We hope that you will insure with us for many years to come.

## Easy index

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### Cover

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# Your policy

Your policy is made up of:

- the home proposal confirmation;
- this policy booklet; and
- the schedule.

You must read this policy as a whole.

We have not provided you with a personal recommendation that this policy is suitable for your specific needs.

Any advice, leaflets or similar literature you receive about this insurance do not form part of your policy.

Please read your policy carefully and keep it in a safe place.

## The contract of insurance

Your policy is proof of the contract between you and us. It is based on the information given by or for you when you applied for this insurance. This information is shown on the proposal confirmation. You promise that the information you have given us is true as far as you know.

In return for you paying and our accepting your premium, we will provide insurance cover under the terms of this policy during the period of cover shown in the schedule.

## Governing law

You and we can choose which law applies to this contract. English law will apply unless we and you agree otherwise.

## Your cover

If the cover you have chosen is:

**Buildings only** – only Section 1 applies.

**Contents only** – only Section 2 applies.

**Contents and Personal possessions other than Pedal cycles** – only Sections 2 and 3 apply.

**Contents and Personal possessions including Pedal cycles** – only Sections 2, 3 and 4 apply.

**Buildings and Contents** – only Sections 1 and 2 apply.

**Buildings, Contents and Personal possessions other than Pedal cycles** – only Sections 1, 2 and 3 apply.

**Buildings, Contents and Personal possessions including Pedal cycles** – only Sections 1, 2, 3 and 4 apply.

**Family Legal Protection (FLP)** – Section 5 applies.

**If you have a No Claim Discount** – Section 6 applies.

**Home Emergency** – Section 7 applies.

Any extra cover or conditions that may apply are shown in your schedule.

# Definitions

Wherever the following words or expressions appear in your policy or schedule, they will have the meaning given here unless we say different.

**Bedroom** A room built or converted for sleeping in, even if it is used for other purposes.

**British Isles** England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland.

**Buildings** Your home and its patios, terraces, tennis courts, swimming pools, walls, fences, hedges, gates, drives, footpaths, landlord's fixtures and fittings, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks.

**Business** Your employment, business, trade or profession.

**Business equipment** Includes cover for the following types of equipment worth no more than £4000 in total: Computers, keyboards, visual display units and printers, word-processing equipment, desk-top publishing units, multi-user small business computers, fax machines, photocopiers, typewriters, computer-aided design equipment and telecommunication equipment.

**Contents** Household goods and personal belongings (including money up to £300), belonging to you (or for which you are legally responsible) or to people who work for you and live in your home.

**Credit cards** Credit, cheque, debit, banker's and cash dispenser cards issued in the British Isles to you.

**Excess** The amount you must pay towards any claim.

**High-risk items** Home entertainment equipment and valuables.

**Home** The insured property shown in the schedule and its garages and outbuildings, as long as they are not used for business.

**Home entertainment equipment** All computer equipment (including games and laptops), television sets, DVD and video players and recorders, games consoles and audio equipment in your home.

**Money** Cash, cheques, money orders, postal orders, current postage stamps which are not part of a collection, National Insurance stamps, saving stamps or certificates, Premium Bonds, traveller's cheques, travel tickets, luncheon vouchers, gift tokens and phonecards which belong to you and are not used for business.

**Partner** A person you are living with as if you are married.

**Pedal cycle** Any pedal cycle belonging to you, and its accessories.

**Period of cover** The period you are insured for that is shown in the schedule.

**Personal possessions** Valuables, luggage, clothing, sports equipment and any other items you normally wear, use or carry which belong to you or for which you are legally responsible.

**Sanitary fittings** Washbasins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels, but not including swimming pools.

**Schedule** The document which identifies the policyholder and sets out details of the cover your policy provides.

**Sum insured** The most we will pay for any number of claims caused by one incident is the amount shown in the schedule.

**Underwriter/underwritten** The company providing the insurance cover under this policy.

**Unoccupied** Not lived in by you or any other person with your permission.

**Valuables** Jewellery, objects made of precious metal, pictures and other works of art, clocks, watches, photographic equipment (including video cameras), furs, antiques (but not antique furniture) and stamp, coin and medal collections.

**We, us, our, the company** Churchill Insurance Company Limited.

**You, your** The person named as the policyholder in the schedule, their partner and members of their family (including foster children) who normally live with them.

# Section 1 Buildings

## What is not insured

- Any excess shown in the schedule.
- Television and radio receiving equipment on the outside of your home.
- Swimming-pool covers.
- Damage caused by wet or dry rot.

## What you are insured against

### A Loss of, or damage to, the buildings

We will pay for loss of, or damage to, the buildings caused by the following.

- 1 ● Fire, explosion, lightning, earthquake.
- 2 ● Smoke.

#### But not:

- loss or damage caused by smog, agricultural or industrial operations or anything that happens gradually.

- 3 ● Theft or attempted theft.

#### But not:

- loss or damage caused by you or a paying guest or tenant; or
- after your home has been unoccupied for more than 30 days in a row.

- 4 ● Riot, civil commotion, labour disputes or political disturbance.

- 5 ● Storm or flood.

#### But not loss or damage:

- to hedges, gates or fences; or
- caused by frost, subsidence, heave or landslip.

- 6 ● Subsidence, heave or landslip of the site your home stands on.

#### But not:

- the excess shown in the schedule;
- loss or damage caused by normal settlement or shrinkage;
- loss or damage caused by coastal or river erosion;
- loss or damage caused by demolition or structural changes or repairs to your home;
- loss or damage caused by faulty materials, workmanship or design;
- loss of, or damage to, solid floor slabs or loss or damage resulting from their moving unless the foundations under the outside walls of your home are damaged at the same time by the same cause; or
- loss of, or damage to, patios, terraces, tennis courts, outdoor swimming pools, walls, fences, gates, drives, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks, unless your home is damaged at the same time by the same cause.

## Section 1 Buildings continued

- 7 ● Vandalism or malicious acts.  
But not:
- loss or damage caused by you or a paying guest or tenant; or
  - loss or damage after your home has been unoccupied for more than 30 days in a row.
- 8 ● Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals.  
But not:
- loss or damage caused by insects, birds or pets; or
  - loss of, or damage to, hedges, gates or fences.
- 9 ● Falling trees or branches.  
But not:
- damage to hedges, gates or fences.
- 10 ● Falling television and radio aerials (including satellite dishes), their fittings and masts.  
But not:
- damage to the aerials, fittings, satellite dishes and masts themselves.
- 11 ● Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance.
- Any fixed water or heating installation freezing.
- But not:
- after your home has been unoccupied for more than 30 days in a row; or
  - subsidence, heave and landslip that results from escaping water or oil.

### B Additional cover

#### 1 Site clearance and building fees

If your home is damaged as a result of any cause listed in paragraph A of this section, we will pay:

- the cost of clearing the site and making it and the buildings safe;
- architect's, surveyor's, consultant's and legal fees, but not fees for preparing a claim; and
- the cost of restoring or repairing the buildings including extra costs to meet any government or local authority orders, but not if you knew about the orders before the damage happened.

#### 2 Alternative accommodation and rent

If you cannot stay in your home following damage covered under this section, we will pay:

- the reasonable additional cost of similar alternative accommodation for you and your pets while your home is being repaired; and
- the amount of rent you would have received if your home was let.

The most we will pay for a claim will be £25,000.

#### 3 Selling your home

If you sell your home and, between the date you exchange contracts and the date you complete the sale, it is damaged by anything under this section, we will provide cover for the person buying your home.

This does not apply if they have other insurance cover.

#### 4 Emergency entries

We will pay for loss or damage to the building caused when the fire brigade, the police or the ambulance service have to make a forced entry because of an emergency to you or your family.

The most we will pay for a claim will be £1,000.

#### C Optional Cover

**This cover only applies if your schedule shows that accidental damage is included in Section 1 – Buildings.**

##### 1 Accidental damage

We will pay for accidental damage to the buildings.

But we will not pay for damage:

- by a cause listed in or specifically excluded in paragraph A;
- caused by a paying guest or tenant;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by process of cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- caused by faulty materials, workmanship or design;
- caused by changing or extending the buildings or the cost of maintenance or routine decorating; or
- after your home has been unoccupied for more than 30 days in a row.

#### D Inflation protection

If the sum insured is more than £500,000, we will increase it each month in line with increases in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another index we choose. The sum insured will not change if the index value goes down.

#### E Settling claims

- 1 We will pay the cost of repairing or restoring the damaged parts of the buildings.
- 2 We will take off an amount for wear and tear if the buildings have not been well maintained.
- 3 If the repair or restoration is not carried out, we will pay the reduction in the market value of your home caused by the damage. We will not pay more than the repair or restoration work would have cost if the work had been carried out.
- 4 We will not pay the cost of repairing or restoring any undamaged part of the buildings.
- 5 The most we will pay for any claim will be the total sum insured shown in the schedule plus any amount we would pay under paragraphs B1 and B2 of this section. The amount we will pay will also depend on any limits shown in the policy or schedule and inflation.
- 6 You must pay the excess shown in the policy or schedule.
- 7 The sum insured will not be reduced by paying a claim, unless there is a total loss of the buildings or we pay the full sum insured.

## Section 1 Buildings continued

- 8 If, at the time of loss or damage, the sum insured for your building (shown in your schedule) is less than the full cost of reconstructing your building, we will use the following calculation to work out the reduction we will make to the amount we pay for any claim made under the policy: sum insured divided by reinstatement cost.

### F Property owner's liability

We will pay all amounts you become legally responsible for as a result of an accident which happens during the period of cover if:

- someone is injured, falls ill or dies; or
- property is lost or damaged.

The loss, damage, illness, injury or death must be caused:

- only by you as owner of your home and its land; or
- in connection with a home which you used to own and live in under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

In this case you must not be covered by other insurance, and must no longer be the owner of or have any interest in the property.

But we will not pay for liability:

- if you or your domestic employees are injured, fall ill or die;
- if the lost or damaged property belongs to or is the responsibility of you or your domestic employees;
- caused by your business;
- caused by an agreement, unless you would have been liable without the agreement; or
- caused by you owning or using a lift or vehicle.

The most we will pay for all claims arising from one incident is £2,000,000. We will also pay all costs and legal fees for defending you, as long as we have agreed to do this in writing beforehand.

In law, most accidents that happen in buildings are usually the responsibility of the occupier of the buildings rather than the owner. To get protection as the occupier of your home, you must get separate cover, which is usually provided as standard cover within a home contents insurance policy.

## Section 2 Contents

### What is not insured

- Any excess shown in the schedule.
- Property insured by any other policy.
- Securities, certificates or documents of any kind unless they are defined as money in this policy.
- Mechanically-propelled or assisted vehicles (except domestic gardening equipment, electric wheelchairs, pedestrian-controlled models and toys), trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts.
- Pets and livestock.
- Property held or used for any business.
- Landlord's fixtures and fittings.

### What you are insured against

#### A Loss of, or damage to, the contents in your home

We will pay for loss of, or damage to, the contents in your home caused by the following.

- 1 ● Fire, explosion, lightning, earthquake.
- 2 ● Smoke.

But not:

- loss or damage caused by smog, agricultural or industrial operations or anything that happens gradually.

- 3 ● Theft or attempted theft.

But not:

- loss by deception, unless the only deception used is to get into your home;

- loss or damage while your home, or any part of it, is lent or let, unless someone has used force and violence to get into or out of your home;
- loss or damage caused by you;
- loss of money, unless someone has used force and violence or deception to get into or out of your home; or
- loss or damage after your home has been unoccupied for more than 30 days in a row.

The most we will pay for any one claim for items which are in the garages or outbuildings belonging to your home is £2,000.

- 4 ● Riot, civil commotion, labour disputes or political disturbance.
- 5 ● Storm or flood.
- 6 ● Subsidence, heave or landslip of the site your home stands on.

But not:

- loss or damage caused by coastal or river erosion;
- loss or damage caused by demolition or structural changes or repairs to your home; or
- loss or damage caused by faulty workmanship or materials.

- 7 ● Vandalism or malicious acts.

But not:

- loss or damage caused by you or a paying guest or tenant; or
- loss or damage after your home has been unoccupied for more than 30 days in a row.

## Section 2 Contents continued

- 8** Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals.

But not:

- loss or damage caused by insects, birds or pets.

- 9** Falling trees or branches.

- 10** Falling television and radio aerials (including satellite dishes), and their fittings and masts.

- 11** Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance.

But not:

- loss or damage after your home has been unoccupied for more than 30 days in a row.
- Subsidence, heave and landslide that results from escaping water or oil.

### **B Additional cover**

#### **1 Contents outside**

We will pay for loss or damage as a result of any cause listed in paragraph A of this section while the contents are outside, but within the boundaries of the land belonging to your home.

But we will not pay for loss or damage:

- by storm or flood;
- to pedal cycles or money;
- caused by a paying guest or tenant; or
- after your home has been unoccupied for more than 30 days in a row.

The most we will pay for a claim is £250.

#### **2 Contents temporarily taken out of your home**

We will pay for loss or damage as a result of any cause listed in paragraph A of this section while the contents are temporarily:

- in any building where you are living while in full-time education in the British Isles, in a bank or safe deposit, in an occupied private home or in any building where you work or live in the British Isles; or
- somewhere else in the British Isles.

But we will not pay for loss or damage:

- in any furniture store, sale room or exhibition;
- caused by theft, unless someone has used force and violence to get into or out of a building;
- while the contents are being moved or are with you;
- caused by vandalism or malicious damage; or
- caused by a storm or flood if the contents are not in a building.

The most we will pay for a claim will be £4,000.

#### **3 Contents lost or damaged while you are moving home**

We will pay for accidental loss of or damage to the contents:

- when they are being carried from your home to another home in the British Isles by professional removal contractors; and
- while they are in a furniture store for up to seven days.

But we will not pay for loss or damage:

- to money or valuables; or
- to china, glass, mirrors, earthenware and other items which are likely to break unless they have been packed by professional packers.

As well as any excess shown in the schedule, you must pay the first £50 of any claim.

#### 4 If your keys are stolen

We will pay the reasonable cost of replacing locks or part of locks for the outside of your house and for safes and alarms fitted in your home if the keys to those locks have been stolen.

The most we will pay for a claim is £500.

#### 5 Alternative accommodation

We will pay the reasonable extra cost of similar alternative accommodation for you and your pets if you cannot stay in your home as a result of any of the causes listed in paragraph A of this section.

We will also pay the reasonable cost of storing the contents of your home until you can move back into your home.

The most we will pay for a claim is £8,000.

#### 6 Oil and metered water

We will pay for the loss of oil from the domestic heating installation and loss of metered water following accidental damage to the home.

The most we will pay for a claim is £1,000.

#### 7 Replacing information stored on any home entertainment equipment and mobile phones

We will pay for loss or damage arising as a result of any cause listed in paragraph A to replace information stored on home entertainment equipment and mobile phones you have bought.

But we will not pay for the cost of:

- remaking a film, a tape or a disc; or
- rewriting the information on your home entertainment equipment and mobile phone.

The most we will pay for a claim will be £1,000.

### C Optional cover

These covers only apply if your schedule shows that accidental damage is included in Section 2 – Contents.

#### 1 Accidental damage

We will pay for accidental damage to the contents of your home.

But we will not pay for damage:

- by a cause listed in or specifically excluded in paragraph A of this section;
- caused by a paying guest or tenant;
- to clothing, contact or corneal lenses, hearing aids, plants, food or drink, money or pedal cycles;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- while you are moving house;
- after your home has been unoccupied for more than 30 days in a row;
- to contents away from the home; or
- to contents outside, but within the boundaries of the land belonging to your home.

#### 2 Tenant's liability

We will pay up to £5,000 for amounts which you become legally responsible for as a tenant of your home following accidental damage to underground drains and pipes, cables and tanks providing services to your home.

## Section 2 Contents continued

### D Frozen foods

We will pay for the costs of replacing food spoilt in any freezer or fridge in your home because of a rise or fall in temperature, or the refrigerant or refrigerant fumes escaping.

But we will not pay for loss or damage:

- caused by any deliberate act or neglect by you;
- caused by the deliberate act of the electricity provider or its employees;
- if the freezer is over 10 years old, unless it is maintained under a maintenance contract; or
- after your home has been unoccupied for more than 30 days in a row.

We will pay for the reasonable cost of hiring another freezer while yours is not working. The most we will pay for a claim will be the limit shown in the schedule.

### E Inflation protection

Each month, we will increase the sums insured outlined below in line with any increase in the consumer durables section of the Retail Price Index or another index we choose.

- The sum insured for total contents, if it is more than £50,000.
- The sum insured for total high-risk items, if the contents sum insured is more than £50,000.
- Any items individually listed in the 'Specified Items' section of the schedule.

Your premium each year will be based on the increased sums insured. The sums insured will not change if the value of the index goes down.

### F Settling claims

1 We will decide whether to:

- replace the lost or damaged item;
- pay the cost of repairing or replacing the item; or
- make a cash payment, which will not be more than the amount it would have cost us to replace or repair the item using our own suppliers.

We will take off an amount for wear and tear in any claim for:

- clothing, towels, bed or table linen or pedal cycles.

- 2 We will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.
- 3 We will not pay more than the sum insured for a claim. The amount we pay will also depend on any limits shown in the policy or schedule and inflation.
- 4 The most we will pay for all unspecified high-risk items is shown as 'Total High Risk Items' in the schedule.
- 5 The most we will pay for any one unspecified high-risk item is £1,500. This limit will not apply to those items described within the specified items section of the schedule. The most we will pay for a claim for a specified item will not be more than the sum insured shown in the schedule.
- 6 If you claim for an item specified in your schedule, you will need to provide proof of the item's value. We recommend that you keep copies of valuations, receipts, photographs and instruction booklets to help you do this.
- 7 You must pay the excess shown in the policy or schedule.

- 8 If, at the time of any loss or damage, the sum insured is not enough to replace all the contents in your home as new, we may take off an amount to reflect the difference between these values. For example, if your contents sum insured is equal to 75 % of the amount needed to replace all the contents as new, we may pay only 75 % of your claim.

## G Personal liabilities

### 1 Liability to the public

We will pay all amounts you become legally responsible for as the occupier (but not as the owner) of your home or a private person as a result of an accident which happens during the period of cover if:

- someone is injured, falls ill or dies; or
- property is lost or damaged anywhere in the world during the they are working for you during the period of cover.

But we will not pay for liability:

- if you or your domestic employees are injured, fall ill or die; or
- if the lost or damaged property belongs to or is the responsibility of you or any of your domestic employees;
- caused by you owning or using any land or building other than your home;
- caused by your business;
- created by any agreement, unless you would have been liable without the agreement;
- caused by you owning, having or using a mechanically-propelled or assisted vehicle (other than gardening machinery and pedestrian vehicles used in or about the home), lifts, caravans, aircraft, hovercraft or watercraft (other than hand-propelled or models) and livestock (other than pets);

- caused by you passing on an infectious disease; or
- caused by you owning or having a dangerous dog as defined under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

The most we will pay for all claims arising from one incident is £2,000,000.

We will also pay all costs and legal fees for defending you, as long as we have agreed to this in writing beforehand.

### 2 Liability to domestic employees

We will pay all amounts which you become legally responsible for if any of your domestic employees are injured, fall ill or die while they are working for you during the period of cover.

The most we will pay for all claims arising from one incident is £10,000,000.

We will also pay all costs and legal fees for defending you, as long as we have agreed to this in writing beforehand.

### 3 Tenant's liability

We will pay all amounts which you become legally responsible for as a tenant of your home following:

- damage to your home from any of the causes listed in paragraph A of Section 1 – Buildings (unless your home has been unoccupied for more than 30 days in a row).

The most we will pay for a claim is £5,000.

## Section 3 Personal possessions (Optional extra)

### A Personal possessions

We will pay for accidental loss of, or damage to, your personal possessions and any other item specified in the personal possessions section of the schedule anywhere in the British Isles. Your personal possessions and specified personal possessions are also covered while they are with you if you take them outside the British Isles for up to 60 days in any period of cover.

But we will not pay for loss or damage:

- to any sports equipment while you are using it;
- by deception, unless the only deception used is to get into your home;
- by theft from an unattended motor vehicle, unless the item is in a locked boot, concealed luggage compartment or glove compartment and someone has used force and violence to get into the vehicle;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- caused by delay, or the item being held or confiscated by order of any government, public or police authority;
- covered under Section 2 of this policy; or
- to information stored on your home entertainment equipment and mobile phones.

The most we will pay for a claim for theft from an unattended motor vehicle is £1,000.

### What is not insured

- Any excess shown in the schedule.
- Property insured by any other policy.
- Mechanically-propelled or assisted vehicles, pedal cycles, trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts (other than removable entertainment equipment while removed from the vehicle).
- Pets and livestock.
- Property held or used for any business.
- Household goods and domestic appliances.
- Securities, certificates, money or documents of any kind.
- China, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids, food or drink, camping equipment, tools or television receiving equipment on the outside of your home.

### B Additional cover

#### 1 Money

We will pay for accidental loss of money anywhere in the British Isles. Your money is also covered while it is with you if you take it outside the British Isles for up to 60 days in any period of cover.

But we will not pay for loss:

- if your money is held by order of any government, public or police authority;
- caused by mathematical mistakes or loss of value; or
- if you did not report the loss to the police within 24 hours of discovering it.

The most we will pay for a claim is the limit shown in the schedule.

### What is not insured

- Any excess shown in the schedule.
- Money which you have or use for any business.

## 2 Credit cards

We will pay for your financial loss if your credit card is stolen or lost and someone else uses it.

But we will not pay for loss:

- if you have not kept to the conditions of the credit card company; or
- if you did not report the loss to the police and the card company within 24 hours of discovering the loss.

The most we will pay for a claim is the limit shown in the schedule.

### What is not insured

- Any excess shown in the schedule.

## C Inflation protection

Each month, we will increase the sum insured for any items individually listed in the 'Specified Items' section of the schedule in line with any increase in the consumer durables section of the Retail Price Index or another index we choose.

Your premium each year will be based on the increased sum insured. The sum insured will not change if the value of the index goes down.

## D Settling claims

1 We will decide whether to:

- replace the lost or damaged item;
- pay the cost of repairing or replacing the item; or
- make a cash payment, which will not be more than the amount it would have cost us to replace or repair the item using our own suppliers.

We will take off an amount for wear and tear in any claim for:

- clothing or towels.

2 We will not pay more than the sum insured for a claim.

The amount we pay will also depend on any limits shown in the policy or schedule.

3 The most we will pay for any one unspecified item, set or collection is £1,500. This limit will not apply to those items described within the specified items section of the schedule. The most we will pay for a claim for a specified item will not be more than the sum insured shown in the schedule.

4 If you claim for an item specified in your schedule, you will need to provide proof of the item's value. We recommend that you keep copies of valuations, receipts, photographs and instruction booklets to help you do this.

5 You must pay the excess shown in the policy or schedule.

6 We will not automatically replace the sum insured for any item of specified personal possessions which has been totally lost or destroyed. If you want further insurance for the replacement items, you must tell us.

## Section 4 Pedal cycles (Optional extra)

### A Loss or damage

We will pay for accidental loss of, or damage to, your pedal cycles anywhere in the British Isles.

### B Overseas travel

Your pedal cycles are also covered while they are with you if you take them outside the British Isles for up to 60 days in any period of cover.

### Exclusions that apply to Sections 4A and 4B

But we will not pay for loss or damage:

- by theft unless:
  - the pedal cycle is in a locked building or has been chained to something which cannot be moved and is immobilised by a security device;
  - or arising from violence or the threat of violence resulting in the loss of your pedal cycle.
- to tyres or accessories, unless the pedal cycle is stolen or damaged at the same time;
- while the pedal cycle is being used for racing, pace-making, or trials;
- by deception, unless the only deception used is to get into your home;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather or pets; or
- covered under Section 2 of this policy

The most we will pay for a pedal cycle is shown in the schedule.

### What is not insured

- Any excess shown in the schedule.
- Mopeds.
- Pedal cycles insured by any other policy.
- Pedal cycles held or used for any business.

### C Settling claims

- 1 We will decide whether to:
  - replace the lost or damaged item;
  - pay the cost of repairing or replacing the item; or
  - make a cash payment, which will not be more than the amount it would have cost us to replace or repair the item using our own suppliers.

We will take off an amount for wear and tear.

- 2 We will not pay more than the sum insured for a claim. The amount we pay will also depend on any limits shown in the policy or schedule.
- 3 We will not automatically replace the sum insured for any pedal cycle which has been totally lost or destroyed. If you want further insurance for the replacement items, you must tell us.
- 4 You must pay the excess shown in the policy or schedule.
- 5 If you claim for an item specified in your schedule, you will need to provide proof of the item's value. We recommend that you keep copies of valuations, receipts, photographs and instruction booklets to help you do this.

**D Inflation protection**

Each month, we will increase the sum insured for any pedal cycle individually listed in the 'Pedal cycles' section of the schedule in line with any increase in the consumer durables section of the Retail Price Index or another index we choose.

Your premium each year will be based on the increased sum insured. The sum insured will not change if the value of the index goes down.

## Section 5 Family Legal Protection (FLP) (Optional extra)

This section only applies if it is shown on your schedule. This section covers legal expenses.

### How to make a claim for legal expenses

- 1 Phone our legal advice helpline on 0845 246 2853. Please have your home insurance policy number available when you call.
- 2 You must tell the Legal advice line of any incident which may lead to a claim under the policy. You must do this as soon as possible, and always within 180 days of the date that you knew about or should have known about the incident.
- 3 We will send you a claim form to fill in and return to us.

For extra security, we may record all phone calls and keep the recording secure.

### Other definitions which apply to Family Legal Protection

In this section, the words below will have the following meanings.

**Costs** The professional fees and expenses reasonably and necessarily charged by your solicitor in proportion to the value of your claim and how complicated it is. We will also pay costs which you are ordered to pay by a court or other organisation and any other costs we agree to in writing.

The most we will pay for all costs will be £50,000 for any claim or claims arising from any one incident.

**Date of incident** Either:

- the date of the incident that has led to this claim; or
- the date of the first incident, if there are a number of incidents

whichever is earlier.

**Full enquiry** A full examination of your personal tax affairs by HM Revenue & Customs.

**Solicitor** Any suitably qualified person appointed to represent you under this section.

**Territorial limits** The United Kingdom. For claims relating to 'personal injury' and 'contract dispute', the territorial limits also include the European Union, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

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

### Cover provided

We will pay for the following.

- 1 Costs in the event of the following.
  - a **Personal injury** – Death or bodily injury to you.
  - b **Contract dispute** – A dispute arising out of an agreement you have for:
    - buying or hiring goods or services;
    - selling goods; or
    - buying or selling your home.

- c Property protection** – A dispute arising out of you owning or living in your home.
  - d Employment** – A dispute arising out of your employment.
  - e Tax protection** – A full enquiry by HM Revenue & Customs, if the enquiry resulted from your work as an employee.
  - f Inheritance dispute** – A dispute over something left to you in a will.
  - g Legal defence** – Your work as an employee which leads to:
    - you being prosecuted in a magistrates’ or crown court;
    - civil action being taken against you for unlawful discrimination because of someone’s sex, race, disability, religious belief or political opinion; or
    - civil action being taken against you under section 13 of the Data Protection Act 1998.
  - h Motoring prosecution** – you being prosecuted for an offence connected with using or driving a motor vehicle.
- 2 Salary while you attend jury service** – We will pay your salary or wages for each half or whole day you attend jury service if you cannot claim them back from the court or from your employer.

**The cover provided by this section only applies if:**

- the date of incident is within the period of cover and the incident happens within the territorial limits;
- any legal proceedings are carried out by a court or other organisation we agree to within the territorial limits; and
- it is always more likely than not that you will be successful with your claim.

## General exceptions which apply to Family Legal Protection cover

You are not covered for any of the following.

- 1 Any claim you report to us more than 180 days after the date you knew about, or should have known about, the incident leading to the claim.
- 2 Costs you have paid or will have to pay before we have agreed to them.
- 3 Your costs in any action against another person who is insured by this policy.
- 4 Any fines, penalties, compensation or damages which you are ordered to pay by a court or other organisation.
- 5 Any claim between you and someone you live with or have lived with.
- 6 Any application for a judicial review.
- 7 Any dispute with us about this section of the policy, other than as shown in general condition 5 on page 22.
- 8 Any incident which begins before cover starts.
- 9 Any costs if you stop or settle a claim, or withdraw instructions from the solicitor, without good reason. If this applies, you will then have to refund any costs and expenses we have paid or agreed to pay during your claim.

General exceptions 4 and 5 (on page 29) do not apply to Section 5.

## Specific exceptions

You are not covered for any of the following.

### Personal injury

- Any illness or injury which develops gradually or is not caused by a specific or sudden accident.
- Defending your legal rights in claims against you.

### Contract dispute

- Any claim arising out of advice, specification, design, construction, conversion or extension on any land or relating to any buildings.
- Any claim relating to leases, tenancies or a licence to occupy.
- Any claim arising out of a contract you have entered into in connection with a profession, business or trade, other than as provided for under 'Employment' (see page 19).

### Property protection

- Any claim if the date of incident is less than 90 days after cover started.
- Defending your legal rights in claims against you.
- Any building or land other than your home.

### Employment

- Any claim if the date of incident is less than 90 days after cover started.
- Defending your legal rights in claims against you.
- Any costs relating to internal grievance procedures or disciplinary hearings within the company you work for.
- Any claim started in the county court or high court or the equivalent courts in Scotland.

### Motoring prosecution

- Any claim involving you driving a motor vehicle for which you do not have valid motor insurance.
- Parking offences.

## General conditions which apply to Family Legal Protection cover

If you do not keep to the following conditions, we may cancel this cover, refuse any claim and withdraw from any current claim.

### 1 You must do the following

- Let us have full details of your claim and any other information that we or the solicitor, ask for. (You must pay any costs involved in providing this information.)
- Fully co-operate with the solicitor and us, and not do anything which might damage your claim. If we ask, you must tell the solicitor to give us any documents, information or advice that they have or know about.
- Tell us about any developments affecting your claim.
- Tell us if the solicitor refuses to continue to act for you or if you withdraw your instructions.
- Tell us if anyone makes a payment into court or offers to settle your claim.
- Try to get back any costs that we have to make, and if you do get them back, pass them to us.
- Get our agreement before you negotiate or settle a claim.

### 2 Appointing a solicitor

- We have chosen a panel of legal firms to provide legal services. These firms may make payments to us for being members of the panel. While you are responsible for any legal costs they charge, your policy will cover them as long as you keep to the policy conditions.
- If we accept your claim we, or a solicitor we appoint, will try to settle the matter without having to go to court.
- If it is necessary to take your claim to court, or if there is a conflict of interests, you can choose the solicitor to act for you.

Otherwise, we will appoint a solicitor for you.

- We or you will appoint the solicitor to act for you in line with our standard terms of appointment. (You can ask us for a copy.)
- You must not enter into any agreement relating to charges with the solicitor without getting our permission first.
- If a solicitor refuses to continue acting for you with good reason, or if you dismiss them without good reason, your cover will end immediately unless we agree to appoint another solicitor.

### 3 You must tell your solicitor to do the following

- Get our written permission before instructing a barrister or an expert witness.
- Tell us immediately if it is no longer more likely than not that you will be successful with your claim.

### 4 We can do the following

- Contact the solicitor at any time, and he or she must co-operate fully with us at all times.
- Decide to settle your claim by paying the amount in dispute. If your claim is not for damages, we may decide to settle your claim by paying you the equivalent financial value of your claim.
- Refuse to pay further costs if you do not accept a reasonable offer to settle your claim.
- Refuse to pay further costs if it is no longer more likely than not that you will be successful with your claim.

### 5 Disputes

You have the right to refer any disagreement between you and us to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator

## **General conditions which apply to Family Legal Protection cover** continued

will be a solicitor, barrister or other suitably qualified person that you and we agree on. If we cannot agree, the arbitrator will be chosen by the president of the Law Society (or other similar organisation) for that part of the territorial limits whose law governs this section of the policy. We and you must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

You may also refer any disagreement between you and us to the Financial Ombudsman Service, which is a service offered to you free of charge. (See page 36 for details of our complaints procedure.)

General conditions 2, 3, 5, 6 & 7 on page 30 do not apply to section 5.

## Section 6 No Claim Discount

### A No Claim Discount

If you don't make a claim, or if a claim doesn't arise under this policy, we will reduce any premium for renewal in line with our scale that applies at the renewal date. Details are available if you need them.

If you make a claim under Section 1, we will reduce your No Claim Discount on your buildings insurance.

If you make a claim under Section 2, 3 or 4, we will reduce your No Claim Discount on your contents insurance.

You cannot transfer your entitlement to No Claim Discount to another person.

### B No Claim Discount Protection – Buildings or

### C No Claim Discount Protection – Contents (or both)

In return for an extra premium, you can keep your No Claim Discount unless you make:

- more than one claim in a period of cover; or
- more than two claims in any three periods of cover in a row.

If we have to reduce your No Claim Discount when we renew your cover, we will increase any premium for renewal in line with our scale that applies at the renewal date.

## Section 7 Home Emergency (optional extra)

The following definitions apply to this section and are in addition to or may replace those shown on page 4 of the policy.

In this section, the words below will have the following meanings.

**Authorised repairer:** a person, company or organisation appointed by us to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage where possible.

**Beyond economic repair:** when the cost of repairing the boiler or appliance is more than the cost of replacing it. If we decide your boiler is beyond economic repair, we will pay an amount towards the cost of a new one, in line with the scale shown below.

Age of boiler	Amount we will pay
1 to 5 years	£250
6 to 10 years	£100

**Call out:** sending an authorised repairer out after you ask for emergency assistance, even if you then cancel your request.

**Electrical supply:** the permanent electrical system supplying power to wall sockets, switches, bulb sockets and fuse boxes which are inside your home and beyond the electric meter.

**Emergency:** an incident in the home that happens during the period of insurance and which, if not dealt with quickly, will:

- make the home unsafe or insecure for you;
- cause damage to the home and its contents; or
- result in the home losing its main source of heating, lighting or water (hot or cold).

**Emergency assistance:** work carried out by an authorised repairer to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage.

**But not**

- permanently putting right paths and driveways that need to be removed or replaced in order to deal with the emergency.

**Geographical limits:** the United Kingdom including the Isle of Wight, the Isle of Man, Northern Ireland and the Channel Islands but not the Scilly Isles or the Scottish Islands.

**Home:** the private home at the address shown in the schedule, together with integral (built-in) or attached garages used for domestic purposes.

**But not**

- detached garages and outbuildings.

**Internal plumbing and drainage:** the fixed sanitary fittings, hot or cold water supply, and storage and drainage systems which you are responsible for and that are within the home.

**Main source of heating:** the main hot water or central heating system in your home including:

- a) one domestic boiler;
- b) any controls forming part of the boiler; and
- c) the programmer, central heating pump, hot water cylinder, room thermostat and radiators.

**But not**

- a) any form of underfloor heating, solar heating system or warm-air heating system.

## Section 7 Home Emergency (optional extra) continued

- b)** any non-domestic boiler and associated system;
- c)** any boiler with an output of over 60kW;
- d)** any boiler over 10 years old;
- e)** any secondary or other boiler.

**Period of insurance:** the period you are insured for, as shown in your home insurance schedule.

**Permanent repair:** repairs or work needed to put the emergency right.

**Pests:**

- a)** wasps' nests;
- b)** hornets' nests;
- c)** mice;
- d)** rats;
- e)** grey squirrels.

**Temporary repair:** repairs or work that may be needed to put an emergency right but which may need to be replaced by a permanent repair.

**Security:** the locks to doors and windows on the outside of the home.

**Underground external drainage:** the drainage pipes and sewers within the home, together with those underground and outside the home which you have a legal responsibility for, but only as far as the junction with the mains services.

**But not**

- cesspits, septic tanks, treatment plants and associated pipe work and equipment.

**You, your, yours:** the person named as the policyholder in the schedule or any person authorised by you to be in the home at the time of the emergency.

**Cover provided**

If there is an emergency in your home, we will:

- a)** tell you how to immediately protect yourself and the home;
- b)** send an authorised repairer to your home or arrange an appointment for an authorised repairer to visit your home at an agreed time; and
- c)** organise and pay the cost of providing emergency assistance, including the cost of the call-out, labour at the home and parts up to a total of £500 a call out (including VAT) for the areas detailed in this section 7.

If a major emergency could result in serious damage or danger you should immediately report it to the gas, electricity or water company, the local authority or the emergency services. If you ever smell gas or discover a leak, you should call Transco on **0800 111999**.

**1 Electrical wiring**

We will pay the cost of emergency assistance needed as the result of the permanent electrical supply in your home failing.

**But not**

- any electrical wiring that is not permanent, such as fairy lights, or is outside of the home, such as wiring to satellite dishes, aerials and so on.

## Section 7 Home Emergency (optional extra) continued

### 2 Plumbing and drainage

We will pay the cost of emergency assistance that is necessary as a result of an emergency to:

- a) internal plumbing and drainage; and
- b) underground external drainage.

#### But not

- a) the costs of repairs to the underground water supply of your home;
- b) shared drainage facilities, except within the boundary of your home;
- c) more than your share of the costs, if the property is a flat or a maisonette;
- d) after your home has been unoccupied for more than 30 days in a row.

### 3 Security

We will pay the costs of emergency assistance needed as a result of the locks in doors and windows on the outside of your home not working or being damaged.

#### But not

- a) replacement locks as a result of the theft or loss of keys to the home;
- b) the repair or replacement of any intruder or alarm systems;
- c) damage to outside windows or glass in doors, unless it leaves the home unsafe or insecure;
- d) emergency assistance after your home has been unoccupied for more than 30 days in a row.

### 4 Heating

We will pay the cost of emergency assistance as a result of the main source of heating in the home failing.

#### But not

- a) the cost of repairing a boiler which is more than 10 years old;
- b) the cost of repairing a boiler with a maximum output of more than 60kW
- c) gas leaks from any pipes or gas-fired appliances;
- d) the cost of repairing a boiler or appliance that is, in our opinion, beyond economical repair;
- e) the cost of replacing the central heating boiler, storage or panel heater or appliance;
- f) the cold water supply tank, its feed and outlet;
- g) any water supply in the home from the hot water cylinder or gas appliance, to and including the taps;
- h) repairing or replacing radiators, although we will pay the cost to isolate (close the connection to) leaking radiators;
- i) clearing airlocks or bleeding radiators;
- j) removing asbestos associated with repairing the appliance or system;
- k) emergency assistance after your home has been unoccupied for more than 30 days in a row.

### 5 Pests

We will pay for the cost of treatment needed because of pests in the home that cause an emergency.

#### But not

- a) after your home has been unoccupied for more than 30 days in a row;
- b) if you have failed to follow our recommendations on preventing and controlling pests.

## Section 7 Home Emergency (optional extra) continued

### General exceptions which apply to Home Emergency

We will not pay for the following.

- 1 Any loss or damage arising before the start of cover or during the first 14 days of cover.
- 2 The cost of providing emergency assistance to any home that is in the Scilly Isles or the Scottish Islands.
- 3 The cost of any work which is carried out before we approve it or by anyone other than an authorised repairer.
- 4 Any items that need replacing as a result of normal use (such as replacement light bulbs and fuses in plugs).
- 5 Any loss or damage caused by uninsurable risks (but not point c).
- 6 Any loss or damage deliberately caused by you or by anything you do not do.
- 7 Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, movement of the land your home is on (subsidence, heave or landslip), malicious damage, theft or attempted theft (except if the emergency relates to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of faulty materials.
- 8 Further loss or damage of any kind resulting from an emergency.
- 9 Any loss or damage arising outside the legal boundaries of the home, except as provided under the definition of underground external drainage.
- 10 Any loss or damage arising from public services to your home being interrupted or disconnected, or from the main electricity, water or gas supply not working properly or breaking down, or gas leaks.
- 11 Any system or equipment which has not been installed, maintained or repaired in line with the manufacturer's instructions, or has not been used or altered properly, or which is faulty as a result of a manufacturer's or designer's fault.

12 Any loss or damage to any decoration, fixtures or fittings which are removed or replaced in the process of providing emergency assistance.

13 Replacing the system or appliance if spare parts are not available after a reasonable search of stockists.

### General conditions which apply to Home Emergency

#### 1 Asking for emergency assistance

You must contact us immediately whenever an emergency arises that may result in a call out.

**To ask for emergency assistance you must call the helpline on 0845 301 6238 within 24 hours of discovering the emergency, and not contact a repairer yourself.**

#### 2 Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and to keep the home, its systems and appliances in a good state of repair.

#### 3 Spare or replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement. We cannot be held responsible for delay in supplying spare or replacement parts.

#### 4 Pay on use

If an emergency that is not included under home emergency cover arises, where possible, we can arrange for an authorised repairer to call at your home but you will have to pay all costs involved and the contract for the services will be directly between you and the repairer. The use of this service is not considered to be a call out.

# General exceptions which apply to the whole policy

You are not covered for any of the following.

## 1 Radioactive contamination

Any loss or damage to property or any direct or indirect loss, expense or liability caused or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

## 2 War

Any loss or damage caused by war, invasion, revolution or any similar event.

## 3 Sonic bangs

Loss or damage caused by pressure waves from an aircraft travelling at or beyond the speed of sound.

## 4 Loss of value

Loss of value which is more than the cost of repair or replacement.

## 5 Events before the policy starts

Any loss, damage, liability or injury which happened before the cover under your policy started.

## 6 Pollution or contamination

We will not pay for any expense, loss, damage or legal liability directly or indirectly caused by pollution or contamination, unless arising from oil leaking from any fixed heating installation or from any domestic appliance in your home, which takes place during the period of cover.

## 7 Failure of computers and electrical equipment

Damage or loss directly or indirectly due to:

- Any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date; or
- Computer viruses.

## 8 Terrorism

We will not pay for any expense, loss, damage or legal liability directly or indirectly caused by terrorism.

Terrorism is defined as the use of biological, chemical or nuclear force or contamination by any person or group of people, whether acting alone or in connection with any organisation or government and whether or not committed for political, religious, ideological or similar purposes, including the intention to influence any government or to put members of the public in fear.

## General conditions which apply to the whole policy

### 1 Your duty

We will only provide the cover set out in this policy if you keep to all the terms and conditions of the policy.

### 2 Accidents and losses

You must tell us as soon as reasonably possible about any incident which may lead to a claim under this policy. If you receive any notice of a prosecution or you are sent a writ, summons, claim or letter, you must send it to us, unanswered, as soon as possible. You must also keep us up-to-date with any developments in your claim.

### 3 Claims procedure

You must not admit liability for or negotiate to settle any claim without our written permission. We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need.

You must not abandon property to us.

For any loss or damage claim you must:

- give us any information and evidence we ask for, including written estimates and proof of ownership or value;
- tell the police immediately if there has been loss or damage caused by deception, theft, attempted theft, vandalism or malicious damage, riot or loss outside your home; and
- take all reasonable steps to get back lost or stolen property.

### 4 Other insurance

If you have other insurance which covers the same loss, damage or liability, we will not pay more than our share of your claim.

### 5 Settling disagreements

If we have agreed to a claim but there is a disagreement over the amount we will pay, the problem must be decided by an arbitrator who you and we can both accept. You cannot take legal action against us until the arbitrator has decided on the amount we should pay.

### 6 Preventing loss or damage

You must take all reasonable care to prevent loss, injury or liability, damage or accidents and to maintain all property covered under this policy in good condition.

### 7 Number of bedrooms

You must tell us if the number of bedrooms in your home changes.

### 8 Fraud

You or any person acting for you must not make false claims. If you or anyone acting for you makes a claim knowing any part of it to be false or exaggerated in any way, or if you deliberately cause loss or damage, we will not pay the claim and we will cancel your policy and all other policies you are connected to with The Royal Bank of Scotland Group (The RBS Group).

## 9 Changes that may affect your cover

You must tell us as soon as possible if there are changes that may affect your insurance, such as the following.

- You change the address where you normally live.
- Your property is unoccupied for more than 30 days.
- You change jobs.
- You are convicted or have a conviction pending for any offence other than motoring.
- You suffer a loss for which you are not claiming.
- Your home is going to be used as a holiday home.
- Your home is to be let out to tenants or shared with lodgers.
- Your home is used for business.
- Work that is going to be done to your home that is not routine maintenance or decoration.

We may then re-assess your cover and premium. If you do not tell us about any relevant changes, we may:

- charge you the wrong premium;
- reject or refuse your claim; or
- declare your policy invalid.

## 10 Paying the premium

- a If you do not pay the premium, we will assume that you intend to cancel the policy. As a result, any cover provided by this policy will no longer be valid from the date the premium was due.
- b If you are paying by instalments and you miss a payment, we will cancel your cover. We will give you seven days' notice before we do this.

- c If you are paying by instalments, you must pay the full yearly premium if you have made a claim in the current period of cover. We have the right to take this amount off any claim we may pay.

## 11 Cancelling your policy during the period of cover

- a We may cancel the policy by sending you seven days notice in writing to your last known address. We will refund any premium paid for the remaining period of insurance, providing that you have not made any claim during the current period of insurance.
- b You may cancel the policy by contacting us on **0800 032 9488** or sending us notice in writing. We will refund any premium paid for the remaining period of insurance less an administration fee as shown in your Schedule, providing that you have not made any claim during the current period of insurance.

## 12 Amending your policy during the period of cover

If you make any change to the policy during the period of insurance you may have to pay an administration fee as shown in your Schedule.

## 13 People involved in this contract

This contract is between you and us. No-one else has any rights they can enforce under this contract, except those they have under law.

## **General conditions which apply to the whole policy** continued

### **14 Joint policyholder**

If the schedule confirmation notes the interest (or interests) of other people, these people will have the same rights and interests as the policyholder.

### **15 Auto renewal**

We have found that most of our customers choose to renew with us each year. To make renewing easier for you, unless you have told us not to, we will renew your policy automatically using the payment details you have already given. If you do not want to renew your policy, you must call us before the renewal date to let us know. It is not possible to offer automatic renewal with all payment methods, so please check your renewal invite when it arrives for further details.

# Helplines

We have arranged three helplines to give you practical help at any time of the day or night, 365 days a year.

## **Legal advice: 0845 246 2853** (24-hour service)

The legal helpline lets you speak to a qualified legal advisor who can give you free confidential advice on any private legal problem. The service only provides advice and does not cover any costs which you run up as a result of following the advice. You must have bought Family Legal Protection (Section 5) to receive legal expenses insurance. For extra security, we may record all phone calls and keep the recording secure.

## **Emergencies: 0800 400 695** (24-hour service)

The home emergency helpline puts you in touch with someone who can help in a domestic emergency. Just phone the helpline number and the trained operator will contact a reputable and skilled tradesman (such as a plumber or an electrician) for you. The helpline service is free, but you will have to pay the charges of the tradesman or firm called out to help you. You may be able to get these charges back under this or another insurance policy.

## **Glass replacement helpline: 0800 389 9633** (24-hour service)

The glass replacement helpline will arrange for any glass forming part of your home or furniture to be replaced if it gets broken. If the damage is covered under your policy, you will only have to pay the excess shown in your schedule. If the damage is not covered under your policy, you will receive a discount as a Churchill policyholder.

## Your information

### Who we are

Churchill Home Insurance is underwritten by Churchill Insurance Company Limited.

You are giving your information to Churchill Insurance who is a member of the Royal Bank of Scotland Group (The Group).

For information about our Group of companies please visit [www.rbs.com](http://www.rbs.com) and click on 'About Us', or for similar enquiries please phone 0131 556 8555 or textphone 0845 900 5960.

### Your electronic information

If you contact us electronically, we may collect your electronic identifier (for example, internet protocol (IP) address or phone number supplied by your service provider).

### How we use your information and who we share it with

We will use your information to manage your insurance policy, including underwriting and handling claims. This may include giving it to other insurers, third-party underwriters and reinsurers.

Your information includes details of your dealings with us.

We may use and share your information with other members of the Group to help us and them:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime;
- develop our services, systems and relationships with you;
- understand our customers' requirements;
- develop and test products and services.

We do not give your information to anyone outside the Group except:

- When we have your permission;
- where we are allowed or must do so by law;
- to other companies who provide a service to us or you; or
- when we may transfer rights and obligations under this agreement.

We may transfer your information to other countries. If we do this we will make sure that anyone we pass it to provides an adequate level of protection.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change, we will write to you. If you do not object to the change within 60 days, you agree to that change.

### Sensitive information

Some of the personal information we ask you for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about your health or criminal convictions).

We will not use such sensitive personal information about you or others except for the specific purpose you provide it for and to provide the services described in your policy documents.

You will have been asked to agree to this when you called but please make sure you only provide us with sensitive information about other people with their agreement.

## **Dealing with other people**

It is our policy to deal with your husband, wife or partner who calls us on your behalf, as long as they are named on the policy. If you would like someone else to regularly deal with your policy on your behalf, please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your permission. If at any time you would prefer us to deal only with you, please let us know.

## **Credit Reference Agencies**

To assess your insurance application and the terms on which cover may be offered, we may obtain information about you from credit reference agencies to check your credit status and identity. The agencies will record our enquiries. This will not affect your credit standing.

## **Fraud-prevention agencies**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud-prevention agencies.

Law enforcement agencies may get access to and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering. For example, when:

- Checking applications for, and managing credit and other facilities and recovering debt;
- Checking insurance proposals and claims; and
- Checking details of job applicants and employees.

We, and other organisations that may use information recorded by fraud-prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at the address below. The agencies may charge a fee.

If you would like a copy of the information we hold about you, please write to: The Data Protection Officer, Regulatory Risk Department, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. You may need to pay a fee.

# Important information

## Your right to cancel

If, after buying your policy, you decide that the cover does not meet your needs contact us on **0800 032 9488** within 14 days of receiving your documents or of the start date of the policy (whichever is later) and we will refund any premium you have paid, less an administration fee as shown in your Schedule, providing that you have not made any claim.

If you cancel your policy after that time we will refund any premium paid for the remaining period of insurance less an administration fee as shown in your Schedule, providing that you have not made any claim during the current period of insurance.

## Policy renewal

If you decide not to renew your policy contact us on **0800 032 9488** within 14 days of receiving your renewal documents or of the start date of the new period of insurance (whichever is later) and we will refund any premium you have paid, providing that you have not made any claim during the period of insurance.

If you cancel your policy after that time we will refund any premium paid for the remaining period of insurance less an administration fee, as shown in your Schedule, providing that you have not made any claim during the current period of insurance.

## How to make a claim

Check your policy and schedule carefully to make sure that the loss or damage is covered under this insurance.

To make a home claim, call **0845 603 3599**.

To make a home emergency claim, call **0845 301 6238**

## How to complain

We aim to provide you with a first-class policy and unrivalled service, especially when we settle claims.

However, there may be times when you feel that we have not done so. If this is the case, we would rather be told about it so that we can do our best to solve the problem.

Please call us on **0845 603 3582**.

Or, write to The Customer Relations Manager at:

**Churchill Insurance Company Limited**  
**Churchill Court**  
**Westmoreland Road**  
**Bromley**  
**Kent**  
**BR1 1DP**

**or email us at [home.customer.relations@churchill.com](mailto:home.customer.relations@churchill.com)**

If we cannot resolve the differences between you and us, you can then take the matter to the Financial Ombudsman Service (FOS). Their address is:

**South Quay Plaza**  
**183 Marsh Wall**  
**London**  
**E14 9SR**

phone **0845 080 1800**.

You can visit the FOS website at **[www.fos.org.uk](http://www.fos.org.uk)**

## Details about our regulator

Churchill Insurance Company Limited are authorised and regulated by the Financial Services Authority. Registration number 202727. You can visit the Financial Services Authority website, which includes a register of all regulated firms at [www.fsa.gov.uk](http://www.fsa.gov.uk) Or, you can phone the Financial Services Authority on **0300 500 5000**.

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 100 % of the first £2,000 and 90 % of the remainder of the claim, without any upper limit. (90 % of the whole claim with no upper limit after 31/12/09.)

For compulsory classes of insurance, insurance advising and arranging is covered for 100 % of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme [www.fscs.org.uk](http://www.fscs.org.uk).

## Your Consumer Credit Agreement

### Your right to cancel your Consumer Credit Agreement

If you have chosen to pay by instalments you may cancel the Consumer Credit Agreement within 14 days of receiving it.

If you would like to cancel the Consumer Credit Agreement, please call us on **0845 603 3550** or write to us at the address shown on your documents.

If you do not cancel the Consumer Credit Agreement, you must continue to pay the instalments for your policy otherwise we will cancel your cover and end the Consumer Credit Agreement.

Please note that if you cancel your Consumer Credit Agreement within 14 days, you have the option to continue cover under your policy as long as you pay the full premium. Otherwise, we will also cancel cover under your policy.

## Other important information about your Consumer Credit Agreement

If you have a complaint about your Consumer Credit Agreement, you should read the 'How to complain' section opposite.

You may end your Consumer Credit Agreement at any time. However, if you want cover to continue under the policy, you must pay the outstanding balance in full. If you decide to cancel cover under your home policy, all cover will end from the due date.

We may end your Consumer Credit Agreement if you fail to pay any instalment by the due date. For full details see your Consumer Credit Agreement.

It is possible that other taxes or costs not paid through us may apply to your Consumer Credit Agreement.

English law will apply to your Consumer Credit Agreement and any dispute will be dealt with in an English court. We have supplied your Consumer Credit Agreement and other information in English, and we will continue to communicate with you in English.

# How to contact us

**Customer Care Line** **0845 603 3550**  
Mon – Fri 8am – 9pm; Sat 9am – 5pm; Sun 10am – 5pm

**Home insurance claims line** **0845 603 3599**  
24 hours, 7 days a week

**Home emergency claims line** **0845 301 6238**  
24 hours, 7 days a week

**Glass repair & replacement** **0800 389 9633**  
24 hours, 7 days a week

**Legal advice** **0845 246 2853**  
24 hours, 7 days a week

**Emergency helpline** **0800 400 695**  
24 hours, 7 days a week

**or e-mail us at:**

[home.customer.service@churchill.com](mailto:home.customer.service@churchill.com)

## Other products available from Churchill

**Car:** **0800 032 7158** **Pet:** **0800 032 9462**

**Motorbike:** **0800 916 7230** **Travel:** [churchill.com/travel](http://churchill.com/travel)

Calls may be recorded



INVESTOR IN PEOPLE

Churchill Home Insurance Cover is underwritten by Churchill Insurance Company Limited, Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP and is authorised and regulated by the Financial Services Authority.