

Your **home insurance** policy booklet



churchill®

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Summary of policy limits

The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

Section of Cover	Limit of Cover	
Buildings (if selected)		
Service pipes and cables	Included	
Alternative accommodation and rent	£25,000	
Locks on outside doors	Included	
Trace and access	£5,000	
Selling your home	Included	
Emergency entries – buildings	Included	
Emergency entries – gardens	Included	
Accidental Damage	Optional	
Accidental Breakage to fixed glass and sanitary fittings	Included	
Property Owner's Liability	£2,000,000	
Contents (if selected)		
Valuables limit	30 % of Contents sum insured	
Valuables single item limit	£2,000	
Accidental Damage	Optional	
Accidental Damage to home entertainment equipment	Included	
Accidental Breakage to mirrors and glass furniture	Included	
Alternative accommodation and storage	£15,000	
Loss of oil or metered water	Included	
Frozen food	Included	
Theft from outbuildings	£2,500	
Contents in the garden	£1,000	
Garden Plants	£1,000 per claim, £250 per plant	
Money in the Home	£500	
Student belongings whilst at university/college	£5,000	
Contents temporarily away from your Home	£5,000	
Downloaded information	£1,000	
Business equipment	£5,000	
Guests' effects	£500	
Special events increase	10 % of Contents sum insured	
Tenant's Liability	£5,000	
Employer's Liability	£5,000,000	
Occupier's and Personal Liability	£2,000,000	
Personal Possessions	Optional with contents	
Single item limit	£2,000	
Bicycles (per cycle)	£500	
Family Legal Protection	Optional	
Legal costs and expenses	£100,000	
Home Emergency	Optional	
Home emergency (per call out)	£500	

Welcome to Churchill

Dear Customer

Thank you for insuring your home with Churchill insurance, which is underwritten by U K Insurance Limited. 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 the benefits that you get with Churchill home insurance include:

- 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 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.

Policy Wording Document

These policy conditions are part of **your** insurance contract, along with **your** schedule. Please read **your** schedule and these policy conditions to make sure **you** know exactly what **your** insurance covers. Check all the policy details and **your** proposal confirmation, which sets out the information **you** have given **us**, carefully. If **you** think there is a mistake or **you** need to make changes, **you** should notify **us** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

Under European law, **you** and **we** may choose which law will apply to this contract. English Law will apply unless **you** and **we** agree otherwise.

We've supplied this agreement and other information to **you** in English and **we'll** continue to communicate with **you** in English.

Important information

1) How to make an insurance claim

To make a claim phone **0345 603 3599**

How to make a Home Emergency claim

To make a claim phone **0345 301 6238**

For 24-hour legal advice and to make a Family Legal Protection claim

Call 0345 246 2853 (24 hours, 365 days)

2) How to complain

If **you** have a complaint, please call **us** on **our** priority number **0800 051 0122**.

If **your** complaint is about a claim, contact **your** claims handler, whose details will be shown on **your** claim documents. If **you** want to complain in writing please send your letter to one of the following:

- a) For complaints about claims, write to the Regional Customer Service Manager at the address shown in **your** claims documents.
- b) For all other complaints write to the Customer Relations Manager at Churchill Court, Westmoreland Road, Bromley, Kent BR1 1DP.

Our staff will attempt to resolve **your** complaint immediately. If this is not possible, **we** promise to acknowledge your complaint within five business days of receipt. In the unlikely event that **your** complaint has not been resolved within four weeks of its receipt, **we** will write and let **you** know the reasons why and the further action **we** will take.

If **we** cannot resolve the differences between **you** and **us**, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

Their address is: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE

Telephone **0800 023 4567** and **0300 123 9123**.

You can visit the FOS website at www.fos.org.uk

If **your** complaint relates to Section 4 – Family Legal Protection, **you** can refer **your** complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that **you** and **we** agree on. If **you** and **we** cannot agree then **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

3) Details about our regulator

Churchill insurance policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/prsa, or the Prudential Regulation Authority can be contacted on **0207 601 4878**.

4) Financial Services and Markets Act

Under the Financial Services and Markets Act 2000, should U K Insurance Limited be unable to meet all its liabilities to policyholders, compensation may be available. Home insurance, a non-compulsory class of insurance, is covered for 90 % of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme at www.fscs.org.uk

5) Meeting your needs

We have not given **you** a personal recommendation as to whether the policy is suitable for **your** needs.

Definitions

Certain words in the policy booklet, **your** schedule and **endorsements** will have the same meaning wherever they appear and will apply to the whole policy unless **we** say that they have a different meaning within particular sections of the policy. The words and their meanings are set out below.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly.

Bicycle

Any bicycle including electrically powered models, (but not wind assisted models) belonging to **you**, and its accessories.

British Isles

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

Buildings

Your private **home**, fixtures and fittings, swimming pools, permanently fixed hot tubs, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates and fences.

Business

Any employment, trade or profession.

Business Equipment

Any electronic office equipment, unless otherwise insured, including computers, keyboards, monitors and printers, word-processing equipment, desk-top publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment and telephone equipment used for **business** purposes while kept in **your home** and worth up to £5,000 in total.

But not

Smart phones, mobile telephones and personal digital assistants (PDAs).

Contents

Household goods, **personal possessions**, camping equipment, **money**, satellite dishes, aerials and other articles, unless otherwise insured, for which **you** are responsible or that belong to **you**, domestic staff who live in or guests, except paying guests.

But not

- a) **Vehicles**, caravans, trailers, hovercraft or aircraft and watercraft (except hand propelled or models) and their parts and accessories whether attached or not, except removable entertainment or navigation equipment while it is removed from the **vehicle**.
- b) Any living creature.
- c) Landlords fixtures and fittings.
- d) Securities (financial certificates except those defined as **money**), certificates and documents, except driving licences and passports.
- e) Property held or used for any **business** (except **business equipment**).

Endorsement

An agreed change to the terms of the policy as shown in **your** policy schedule.

Excess

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

Home

The building of **your** main domestic home occupied by **you**, at the address shown in **your** schedule, together with its domestic garages and domestic outbuildings.

Money

Cash, bank notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, Premium Bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards and gift tokens belonging to **you** and not used for **business** purposes.

Period of Insurance

The period shown in **your** schedule, for which the policy covers **you** (as long as **you** pay the premium on time).

Personal Possessions

Valuables, luggage, clothes, **sports equipment**, **bicycles** 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

Swimming pools, hot tubs and saunas.

Sports equipment

Articles used for sports activities, including sports clothes specifically designed to be used for any sports activity and belonging to **you**.

But not

Any vehicle, sand yacht, watercraft (including windsurfers, kite boards and surfboards), aircraft (including hang-gliders) or their accessories, and **bicycles**.

Unoccupied

When **your home** is not normally and regularly lived in by **you** during the day and overnight.

Valuables

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps, coins or medals all belonging to **you**.

But not

- a) Property more specifically insured by any other policy; or
- b) property held or used for any **business**.

Vehicles

Any vehicle or toy propelled by a motor of any kind, except the following while being used for their intended purpose and by a person for whom they were designed:

- a) ride on lawnmowers.
- b) electrically powered wheelchairs and mobility scooters.
- c) electrically powered children's ride on toys.
- d) electrically assisted **bicycles**.
- e) pedestrian controlled electronically powered golf trolleys.

We, us, our, the company

U K Insurance Limited.

You, Your

The person or persons named in your schedule and any of the following who normally live with them: their husband, wife, partner (a person living with them as though married), civil partner, children, parents and other relatives normally living with them.

Section 1 Buildings

Your schedule will show if you have chosen to include this section.

A Loss or damage

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 work or anything that happens gradually.

3 Theft or attempted theft

But not

- Loss or damage caused by **you**, or any paying guest or tenant.
- Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

4 Riot, civil commotion, labour disputes or political disturbance

5 Storm or flood

But not

- Loss of or damage to hedges, gates or fences.
- Loss or damage caused by frost.

6 Subsidence or heave of the site on which your home stands, or landslip

But not

- Loss or damage caused by:
 - normal bedding down of new structures or shrinkage;
 - settlement of newly made up ground;
 - coastal or river erosion;
 - demolition or structural repairs or alterations to **your buildings**.

- Loss of or damage to, solid floor slabs as a result of their moving unless the foundations beneath the load bearing walls of **your home** are damaged at the same time and by the same cause.

- Loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless **your home** is damaged at the same time by the same cause.

You must pay the amount of subsidence **excess** shown in **your** schedule, which applies to any claim for subsidence, heave or landslip.

7 Vandalism or malicious acts

But not

- Loss or damage caused by **you**, or any paying guest or tenant.
- Loss or damage after **your home** has been **unoccupied** for more than 60 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.

9 Falling trees or branches

But not

Loss of or damage to hedges, gates or fences.

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

But not

Loss of or damage to the aerials, fittings, satellite dishes and masts themselves.

Section 1 Buildings continued

11 Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance or storage tank

But not

- a) Subsidence, heave or landslip damage caused by escaping water or oil.
- b) Loss of or damage to tanks, pipes, appliances or heating systems themselves.
- c) The cost of removing and replacing any part of the **buildings** to find and repair the source of any water or oil escaping from tanks, pipes, appliances or heating systems.
- d) Damage caused by the failure, wear and tear or lack of grouting or sealant.
- e) Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

You must pay the amount of escape of water **excess** shown in your schedule.

12 Weight of snow

But not

Loss of or damage to:

- a) domestic garages and outbuildings not constructed of brick, stone or concrete, or not roofed with tiles or slates.
- b) fences, gates and hedges.

13 Frost damage to water pipes and tanks

But not

- a) Plumbing that is outside or in an outbuilding.
- b) Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

B Extra Cover (included as standard)

1 Locks on outside doors

We will pay the necessary cost of replacing and fitting locks on the outside doors of **your home** if the keys to **your home** have been lost or stolen.

Any claim for lost keys may be made under Section 1 or Section 2 of this policy but not under both.

2 Fees and Clearance Costs

We will pay:

- a) chartered architects, surveyors, suitably qualified consultants and legal fees, which are necessary for us to rebuild **your home**, but not fees for preparing any claim under the policy; and
- b) the costs of clearing the site and making it and the **buildings** safe, if the fees and costs are necessary for us to repair or rebuild the **buildings** after damage covered under Section 1.

3 Local Authority Requirements

We will pay the additional cost of rebuilding or repairing the damaged part of the **buildings** only if this is necessary to comply with any government or local authority requirement after damage covered under Section 1.

But not

If you have been told about the requirement before the damage happened.

4 Alternative Accommodation, kennel fees and rent

We will pay if **your home** is not fit to be lived in as a result of damage for which a valid claim covered under Section 1 of the policy has been made, or it is occupied by squatters:

Section 1 Buildings continued

- a) providing the property is **your main home**, the necessary cost of comparable alternative accommodation for **you** and **your pets** while **your home** is being repaired; or
- b) if **you** rent out **your property**, the amount of rent **you** would have received but have lost as a result of it being **unoccupied** because of the damage.

We will not pay more than £25,000 in total for any alternative accommodation or rent claims.

5 Cover between exchange and completion when selling your home

If **you** are selling **your home**, the buyer will be covered under Section 1 up to the date the sale completes.

But not

- a) If the property is insured under any other policy; or
- b) after the sale has been completed; or
- c) for more than the amount insured by Section 1.

6 Emergency entries – buildings

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

7 Emergency entries – gardens

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

8 Trace and access

We will pay the cost of removing and replacing any part of the **buildings** to find the source of any water escaping from tanks, pipes, appliances or the fixed heating system of the **buildings** and the cost of repairing any burst pipes located.

But not

the cost of any loss of or damage to **your household tanks, appliances or the fixed heating system**.

We will not pay more than £5,000.

9 Service Pipes and Cables

We will pay for **accidental damage** to underground drains, pipes, cables and tanks which **you** are legally responsible for and which provide services to or from **your home**.

But not

After **your home** has been **unoccupied** for more than 60 days in a row.

10 Glass and sanitary fittings

We will pay for accidental breakage of fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed **sanitary fittings** in **your home**.

But not

- a) Breakages caused by any paying guest or tenant.
- b) After **your home** has been **unoccupied** for more than 60 days in a row.

C Buildings Accidental Damage – (optional extra)

This section is an optional extension to Section 1 Buildings. Your schedule will show if you have chosen to include it.

We will pay for **accidental damage** to the **buildings**.

But not

- a) Damage caused by any paying guest, tenants or pets.
- b) Damage by a cause listed or specifically excluded in part A of Section 1.
- c) The cost of maintenance and routine redecoration.
- d) Damage caused by the failure, wear and tear or lack of grouting or sealant.
- e) After **your home** has been **unoccupied** for more than 60 days in a row.

Section 1 Buildings continued

D Property Owner's Liability

We will pay for all amounts you become legally liable to pay as damages, in your capacity as owner of your home or any property formerly owned and occupied by you for residential purposes as a result of a claim made against you for:

- a) accidental death of or bodily injury to any person; and/or
- b) accidental loss of or damage to any property, which happened during the **period of insurance** shown in your schedule.

The loss, damage, illness or injury must be caused solely by you as owner of your home or solely by you in connection with your 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 the latter case you must not be covered by any other insurance, and must no longer be the owner of or have any interest in the property.

But not

- a) Death of or bodily injury to you or any member of your family or domestic staff.
- b) Damage to property belonging to or in the custody or control of you, or your domestic staff.
- c) Any liability caused by any Business.
- d) Any liability caused by an agreement, unless you would have had that liability anyway.

We will not pay more than £2,000,000 for any claim.

In addition we will pay costs and legal fees for defending you, as long as we have agreed to do so in writing beforehand.

E The Basis of Settling Buildings Claims

- 1) If the **buildings** are damaged by any cause insured under Section 1, we will at our option, and subject to the adequacy of the sum insured:
 - a) manage and pay the costs of repairing or rebuilding the damaged part using our own suppliers; or
 - b) pay the cost of repairing or rebuilding the damaged part using any other suppliers; or
 - c) make a cash payment which will not be more than a) above.
- 2) If the damage to the **buildings** is not repaired or rebuilt we will at our option pay the difference between the value of selling your property on the open market immediately before the damage and its value after the damage.
- 3) We will not deduct any amount for wear and tear as long as at the time of damage the **buildings** were in a good state of repair.
- 4) If at the time of damage the **buildings** were not in a good state of repair we will deduct an amount to reflect wear and tear from the settlement method described above.
- 5) We will not pay the cost of altering or restoring any undamaged part of the **buildings**.
- 6) We will not pay for any drop in the market value of your property resulting from rebuilding or repairing damage to your **buildings**.
- 7) The most we will pay for any claim will be the total sum insured shown in your schedule or the full rebuild cost of your **buildings** whichever is the lesser, plus any amounts due under parts B2, B3, and B4 of this Section 1.

Section 1 Buildings continued

- 8) You must pay any **excess** shown in **your** schedule, unless **we** have said otherwise. **We** will only deduct one **excess** per claim, unless **we** have endorsed **your** policy to say otherwise. If **we** have appointed one of **our** suppliers to deal with all or part of **your** claim, they may be asked to collect the **excess** directly from **you** on **our** behalf.
- 9) The sum insured will not be reduced as a result of **us** paying a claim except for a total loss.
- 10) If, at the time of any loss or damage, the **buildings** sum insured is not enough to reconstruct **your buildings** **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your** buildings insurance is equal to 75 % of what **your** premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75 % of any claim made by **you**.
- 11) **We** will not pay the cost of replacing or altering any undamaged items solely because they form part of a set or suite, group or collection of items of a uniform design, nature or colour.

Home Repair Network

Churchill home insurance includes a Home Repair Network Service. The network includes a database of honest and reputable tradesmen. The insurer will try to deal with your claim quickly, find the right people for the job and liaise with them directly. The insurer only uses vetted builders and they sort all the costs out directly with them. Any work performed by their builders on your house is guaranteed for 12 months.

Section 2 Contents

Your schedule will show if you have chosen to include this section.

A Loss or damage

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

- a) Loss by deception, unless the only deception used is to get into **your home**.
- b) Loss of **money** unless someone has used force and violence to get into or out of **your home**.
- c) Loss or damage caused by any paying guest or tenant.
- d) Loss or damage while **your home** or any part of it is lent or let.
- e) Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

We will not pay more than £2,500 for any **contents** claim following a theft from **your** garage(s) or outbuilding(s).

4 Riot, civil commotion, labour disputes or political disturbance

5 Storm or Flood

6 Subsidence or heave of the site on which the building of your home stands, or landslip

But not

- a) Loss or damage caused by normal bedding down or shrinkage.
- b) Settlement of newly made up ground.
- c) Loss or damage caused by coastal or river erosion.
- d) Loss or damage caused by demolition or structural changes or repairs to **your home**.

7 Vandalism or malicious acts

But not

- a) Loss or damage by any paying guest or tenant.
- b) Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

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

But not

- a) Loss or damage caused by birds, insects or pets.
- b) Loss or damage caused by falling trees or branches.
- c) Loss or damage caused by falling television and radio aerials (including satellite dishes) and their fittings.

9 Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance or storage tank

But not

- a) Subsidence, heave or landslip damage caused by escaping water or oil.
- b) Loss of or damage to tanks, pipes or heating systems themselves.
- c) Damage caused by the failure, wear and tear or lack of grouting or sealant.

Section 2 Contents continued

- d) Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

You must pay the amount of escape of water **excess** shown in **your** schedule, which applies to any claim for escape of water.

10 Falling trees or branches

11 Falling television and radio aerials (including satellite dishes), their fittings and masts

B Extra Cover (included as standard)

1 Contents in the garden

We will pay for loss of or damage to **your contents** from any cause listed under Section 2A **Contents** (and Section 2C Accidental Damage if shown as included on **your schedule**) while in the open and inside the boundaries of **your home**.

But not

- a) Loss of **money**.
- b) Loss of or damage to **bicycles**.
- c) Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

We will not pay more than £1,000 for any claim.

No **excess** applies.

2 Plants in the garden

We will pay for loss of or damage to trees, shrubs, plants and lawns.

We will also pay for any design fees necessary to put right this loss or damage.

But not

- a) Loss of or damage to trees, shrubs, plants and lawns as a result of the ground sinking (subsidence) unless **your home** is damaged at the same time and by the same cause.
- b) Loss or damage caused by any pets, other animals, birds, insects, fungus, or frost.
- c) Trees, shrubs, plants or lawns dying naturally or because **you** have not looked after them properly.
- d) Loss of or damage to trees, shrubs, plants and lawns on land not belonging to **your home**.
- e) Loss or damage caused by storm, flood, or weight of snow.
- f) Loss or damage after **your home** has been **unoccupied** for more than 60 days in a row.

We will not pay more than £250 for any one plant, shrub or tree.

We will not pay more than £1,000 for any claim.

No **excess** applies.

3 Contents temporarily away from your home

We will pay for loss of or damage to **contents** from any cause insured under part A of Section 2 while the items are temporarily away from **your home** and inside the **British Isles**.

But not

- a) Loss by deception.
- b) Loss of or damage to guests' effects.
- c) Loss by theft, vandalism or malicious acts unless in an occupied private home or building where **you** work, or force and violence is used to enter the building.
- d) **Personal possessions**.
- e) Camping equipment.
- f) **Money** whether used for personal or **business** purposes.
- g) **Bicycles**.

Section 2 Contents continued

We will not pay more than £5,000 after the loss of or damage to **contents** temporarily away from **your home**.

4 Contents at university/college

We will pay for loss of or damage to **contents** from any cause insured under part A of Section 2 while the items are temporarily away from **your home** and kept in **your lodgings** while **you** are at university, college or boarding school in the **British Isles**.

But not

- a) Loss or damage by a cause listed in or specifically excluded by B3 of this Section 2.
- b) Loss of **money**.
- c) Loss by deception.
- d) Loss by theft unless there is evidence of forcible and violent entry to **your lodgings**.
- e) Loss of or damage to guests' effects.

We will not pay more than £5,000 after the loss of or damage to **contents** at university or college.

5 Household removals

We will pay for loss of or damage to **your contents** by a cause listed under Section 2A **Contents** (and Section 2C Accidental Damage if shown in **your** schedule) while they are being permanently removed from **your home** to any other private property **you** are going to live in inside the **British Isles**, including while they are temporarily stored for up to 72 hours.

But not

- a) Loss of or damage to **money**.
- b) Loss of or damage to china, glass, earthenware or other fragile items.

c) Loss of or damage to **bicycles**.

d) Loss or damage caused by any paying guest or tenant.

6 Alternative accommodation and storage

Providing **you** live in the property and **your home** is not fit to be lived in as a result of a valid claim made under part A of Section 2 of the policy we will pay:

- a) the necessary cost of comparable accommodation for **you** and **your pets** while **your home** is being repaired;
- b) the necessary cost of temporarily storing **your contents** while **your home** is being repaired.

We will not pay more than £15,000 in total for any alternative accommodation and storage costs.

We will provide cover for **your contents** as long as no other insurance cover is in place.

7 Oil and metered water

We will pay for the loss of oil from the domestic heating installation and loss of metered water caused by any cause insured under part A of Section 2 of the policy.

8 Locks on outside doors

We will pay the cost of replacing and fitting locks to the outside doors of **your home** or to any safe or alarm system in **your home** if the keys to the locks have been lost or stolen.

Any claim for lost keys may be made under Section 1 or Section 2 of this policy but not under both.

9 Title deeds

We will pay the necessary cost of preparing new title deeds to **your home** after loss or damage caused by anything insured by part A of Section 2 while the deeds are in **your home** or in **your bank** for safe keeping.

Section 2 Contents continued

10 Religious festivals

For the period starting 30 days before and finishing 30 days after a religious festival (if within the **period of insurance** shown in **your** schedule), **we** will increase the sum insured shown in **your** schedule under this Section 2 by 10 % of the sum insured for **contents**.

11 Wedding and civil partnership gifts

For the period starting 30 days before and finishing 30 days after the wedding day or civil partnership ceremony of **you** or any member of **your** family (if this is within the **period of insurance** shown in **your** schedule), **we** will increase the sum insured shown in **your** schedule under this Section 2 by 10 % of the sum insured for **contents**.

12 Birth increase

For the period starting 30 days before and finishing 30 days after the birth of a child to **you** or any member of **your** family (if this is in the **period of insurance** shown in **your** schedule), **we** will increase the sum insured shown in **your** schedule under this Section 2 by 10 % of the sum insured for **contents**.

13 Downloaded information

We will pay the cost of replacing information that **you** have bought and stored on **your** home computer, mobile phone or other portable entertainment devices and that is lost or damaged as a result of any cause listed in part A of this Section 2.

But not

- a) Remaking a file, tape, disc or disk.
- b) Rewriting the information contained on **your** home entertainment equipment.

We will not pay more than £1,000 for any claim.

14 Frozen and chilled foods

We will pay the cost of replacing any food in **your** freezer or fridge, lost or damaged by the temperature rising or falling or the refrigerant or refrigerant fumes escaping.

But not

- a) Any deliberate act of the electricity provider or its employees.
- b) Any claim when the refrigeration unit is over ten years old unless it is regularly serviced.
- c) Any deliberate act or neglect by **you**.
- d) After **your home** has been **unoccupied** for more than 60 days in a row.

15 Home entertainment equipment

We will pay for **accidental damage** to any home audio, video or home computing equipment while in **your home**.

But not

- a) Loss of or damage to any discs, records, memory cards, USB drives or musical instruments.
- b) Loss of or damage to any audio, video or computing equipment designed to be portable.
- c) Damage by any paying guest or tenant.
- d) uninsurable risks.
- e) After **your home** has been **unoccupied** for more than 60 days in a row.

16 Glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, pictures or ornaments, plate glass tops to furniture and ceramic hobs while in **your home**.

Section 2 Contents continued

But not

- a) Breakage by any paying guest or tenant.
- b) After **your home** has been **unoccupied** for more than 60 days in a row.

C Contents Accidental Damage (optional extra)

This section is an optional extension to Section 2 Contents. Your schedule will show if you have chosen to include it.

We will pay for accidental damage to your contents in your home or while being removed to your new home.

But not

- a) Damage to bicycles or money.
- b) Damage caused by any paying guest, tenants or pets.
- c) Damage by a cause listed in or specifically excluded by part A of this Section 2.
- d) Damage caused by the failure, wear and tear or lack of grouting or sealant.
- e) Damage after your home has been unoccupied for more than 60 days in a row.

D Occupier's and Personal Liabilities

We will pay all amounts you become legally liable to pay as damages in your capacity as occupier of your home, or for any other reason, as a result of:

- a) accidental death of or bodily injury to any person;
- b) accidental loss of or damage to property, which happened during the period of insurance shown in your schedule.

But not

Liability for:

- a) death of or bodily injury to you or your domestic staff;
- b) damage to property belonging to or in the custody or control of you, or your domestic staff;
- c) claims caused by the following:
 - i) you owning any land or building, or you occupying any land or building except your home or temporary holiday accommodation;
 - ii) any business;
 - iii) an agreement unless that liability would have existed anyway,
- d) you owning, keeping or using any:
 - i) vehicles except the following while being used for their intended purpose and by a person for whom they were designed: ride on lawnmowers, electrically powered wheelchairs and mobility scooters, electrically powered children's ride on toys, electrically assisted bicycles and pedestrian controlled electrically powered golf trolleys;
 - ii) caravan while being towed;
 - iii) watercraft, hovercraft, land yacht or any other wind powered or wind assisted vehicles, windsurfers, kite boards and aircraft except hand-propelled craft or models;
 - iv) animals except domestic pets;
 - v) horses, donkeys or mules;
 - vi) dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any changes to that legislation.
- e) any communicable disease (one able to be passed from one person to another).

Section 2 Contents continued

We will not pay more than £2,000,000 for any claim.

In addition **we** will pay costs, expenses and legal fees for defending **you** so long as **we** have agreed to do so in writing beforehand.

As owner of **your home** **you** may become legally liable for accidents involving **your buildings**. To protect yourself as a home owner against third party liability claims **you** should get a separate cover which is usually supplied as a part of a **Home buildings** insurance policy.

E Employer's Liability

We will pay all amounts which **you** become legally liable to pay for accidental death of or bodily injury to **your** domestic staff during the **period of insurance** shown in **your** schedule.

For any claim caused by one incident, **we** will not pay more than £5,000,000.

We will also pay costs, expenses and legal fees providing **we** have agreed to do so in writing beforehand.

F Tenant's Liability

We will pay all amounts **you** become legally liable to pay, as a tenant of **your home**, for damage caused to the **buildings** during the **period of insurance** shown in **your** schedule, by any cause covered by paragraphs A of Section 1 of this policy and if **you** have chosen paragraph C of Section 2, accidental damage to:

- a) underground drains, pipes, cables and tanks which **you** are legally responsible for and which provide services to or from **your home**.
- b) fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed **sanitary fittings** in **your home**.

But not

- a) Breakages caused by any paying guest or tenant; or
- b) after **your home** has been **unoccupied** for more than 60 days in a row.

For any claim resulting from one incident, **we** will not pay more than £5,000.

G The Basis of Settling Contents Claims

- 1) For any item of **contents** that is lost or damaged **we** will at **our** option:
 - a) replace or repair the item or part; or
 - b) pay the cost of replacing or repairing the item or part; or
 - c) if **we** can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
 - d) if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.
- 2) **We** will not pay more than:
 - a) the individual sum insured for any item;
 - b) the amount shown in **your** schedule for any loss of or damage to **valuables**;
 - c) £5,000 for **business equipment**;
 - d) £500 for **money**;
 - e) £2,000 for any one **valuable** unless **your** schedule shows otherwise;
 - f) the amount shown in paragraphs B1, B2, B3, B4, B6 and B13 of Section 2;

Section 2 Contents continued

- g) £500 for guests' effects;
- h) £2,500 for theft of **contents** while stored in any garage or outbuilding at **your home**.
- 3) Having applied the limits above **we** will not pay more than the total sum insured for **contents** shown in **your** schedule. On top of any other amount **we** will pay the amount shown in parts B2, B6, B7, B8 and B9 of this Section 2.
- 4) **We** will not pay the cost of replacing or altering any undamaged item solely because it is part of a set, suite, group or collection of items of uniform design nature or colour.
- 5) If, at the time of any loss or damage, the **contents** sum insured is not enough to replace the entire **contents** of **your home** as new, **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your** contents insurance is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.
- 6) **You** must pay the **excess** shown in **your** schedule, unless **we** have said otherwise. **We** will only deduct one **excess** per claim, unless **we** have endorsed **your** policy to say otherwise.
If **we** have appointed one of **our** suppliers to deal with all or part of **your** claim, they may be asked to collect the **excess** directly from **you** on **our** behalf.
- 7) The sum insured will not be reduced after **we** pay a claim unless the claim relates to the total loss of any item specified in **your** schedule.
- 8) If **you** claim for any item specified in **your** schedule **you** will need to give proof of the item's value. To help **you** do this **we** recommend that **you** keep photos, instruction booklets, copies of valuations and receipts.

Section 3 Personal Possessions (optional with contents)

This section is an optional extension to Section 2 Contents. Your schedule will show if you have chosen to include it.

A Loss or damage

We will pay for accidental loss of or damage to **personal possessions** and any other item specified in the **Personal possessions** section of **your** schedule while that property is inside the **British Isles**.

But not

- a) Loss of or damage to:
 - i) property more specifically insured by any other policy;
 - ii) property held or used for any **business**;
 - iii) **any sports equipment** while it is in use;
 - iv) any camping equipment while set up or in use and in the open;
 - v) **vehicles**, caravans, trailers, hovercraft or aircraft and watercraft (except hand propelled or models) and their parts and accessories whether attached or not, except removable entertainment or navigation equipment while it is removed from the **vehicle**.
- b) Loss or damage caused by theft involving deception.
- c) Theft from an unattended motor **vehicle** unless it is locked and any items are contained in the closed glove compartment or locked boot and concealed from view.
- d) Customs or other officials confiscating or keeping hold of some items.
- e) Loss or damage covered by part A of Section 2 **Contents of your policy**.

- f) Loss or damage caused by any paying guest or tenant.
- g) Loss of or damage to any **bicycle** tyres or accessories unless the **bicycle** is lost or damaged at the same time.
- h) Loss of or damage to any **bicycle** whilst it is being used for professional racing, pace making or trials.
- i) Theft of any **bicycle** when it is unattended and is not in a locked building or immobilised by a security device.

We will not pay more than £2,000 for any claim for theft from an unattended motor vehicle.

B Extra Cover

1 Money

We will pay for theft or accidental loss of **money** in **your** custody or control anywhere in the world.

But not

- a) Shortages caused by mistake.
- b) Any loss in value.
- c) Losses not reported to the police within 24 hours of being discovered.
- d) Loss or damage by customs or other officials confiscating or keeping hold of items.

We will not pay more than £500. No **excess** applies.

2 Overseas travel

The insurance provided under paragraph A of this Section 3 will apply to the property insured while temporarily outside the **British Isles** for up to 60 days in any one **period of insurance**, and while in **your** custody and control.

Section 3 Personal Possessions (optional with contents) continued

3 Items in a bank

We will pay for accidental loss of or damage to items described in your schedule as being held in a bank or safe deposit.

But not

While the items are removed from the bank or safe deposit unless we have agreed that they may be temporarily removed.

C The Basis of Settling Personal Possessions Claims

- 1) For any personal possession, set or part of a set that is lost or damaged we will at our option:
 - a) replace or repair the item or part; or
 - b) pay the cost of replacing or repairing the item or part; or
 - c) if we can repair or replace the item but agree to make a cash payment instead it will not be more than the amount it would have cost us to replace or repair the item or part using our own suppliers; or
 - d) if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.
- 2) We will not pay the cost of replacing or altering any undamaged item solely because it is part of a set, suite, group or collection of items of uniform design, nature or colour.
- 3) We will not pay more than the total sum insured for Personal possessions as shown in your schedule up to the following limits:
 - a) The individual sum insured for any item;
 - b) £2,000 for any one item, set or collection unless your schedule states otherwise;
 - c) £500 for any bicycle unless it is a specified item.

- 4) Having applied the limits above we will not pay more than the total sum insured for personal possessions shown in your schedule, except in addition the amounts shown on your schedule for money (paragraph B1 of this Section 3) if applicable.
- 5) You must pay the excess shown in your schedule, unless we have said otherwise. We will only deduct one excess per claim, unless we have endorsed your policy to say otherwise. If we have appointed one of our suppliers to deal with all or part of your claim, they may be asked to collect the excess directly from you on our behalf.

Section 4 Family Legal Protection (optional extra)

This section covers legal expenses and is an optional extension to Section 1 **Buildings** or Section 2 **Contents**. **Your** schedule will show if **you** have chosen to include it.

Before **you** incur any **costs**, **you** must contact to the legal helpline.

Legal helpline – 0345 246 2853

You can ring the legal helpline to talk about any private legal problem under **United Kingdom** law, whether or not it results in a claim.

We will provide **you** with initial advice only. **We** will advise **you** of **your** legal rights, what courses of action are available to **you** and whether these can be best implemented by **you** or whether **you** need to consult with a lawyer.

This service is here to help and is available to **you**, 24 hours a day, 365 days of the year. For extra security, **we** may record all phone calls and keep the recording secure.

Please have **your** home insurance policy number available when **you** call.

Definitions

The following definitions apply to this section and are in addition to those shown on pages 5 and 6 of the policy.

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

Appointed representative

The **preferred law firm**, solicitor, or other suitably qualified person appointed by **us** to represent **you** under this section of the policy.

Costs

- a) All properly incurred, reasonable and proportionate fees, expenses and disbursements charged by the **appointed representative** and agreed by **us**. Legal fees and disbursements will be assessed on the standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- b) The fees incurred by **your** opponent that **you** are ordered to pay by a **court** and any other fees **we** agree to in writing.

Court

Court, tribunal or other suitable authority.

Date of incident

- a) for civil cases, the date of the incident that leads to a claim. If there is more than one incident arising at different times from the same originating cause, the date of incident is the date of the first of these incidents.
- b) for criminal cases, the first date it is alleged that **you** broke the law.
- c) for claims under part A6 Tax protection, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Preferred law firm

The law firm **we** choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with **your** claim and must comply with **our** agreed service standards.

Reasonable prospects of success

For civil cases, **we** and the **appointed representative** agree that there is a better than 50 % chance that **you** will:

Section 4 Family Legal Protection (optional extra) continued

- a) obtain a successful judgment; and
- b) recover **your** losses or damages or obtain any other legal remedy **we** agree to, including an enforcement of judgment, making a successful defence or making a successful appeal or defence of an appeal.

For criminal cases, **we** and the **appointed representative** agree that there is a better than 50 % chance of **you** successfully mitigating **your** sentence or fine or making a successful appeal or defence of an appeal.

Terms of appointment

A separate contract which **we** will require the **appointed representative** to enter into with **us** if the **appointed representative** is not a **preferred law firm**. This contract sets out the amounts **we** will pay the **appointed representative** under **your** policy and their responsibilities to report to **us** at various stages of the claim.

Territorial limits

The **United Kingdom**. For claims under part A1 Personal injury and part A3 Contract dispute, the territorial limits also include the European Union, Albania, Andorra, Bosnia-Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

United Kingdom

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

We agree to provide the cover in this section 4 if:

- a) **we** and the **appointed representative** agree that **your** claim has **reasonable prospects of success** for the duration of the claim;

- b) the incident happens within the **territorial limits** and during a period cover was in force; and
- c) any legal proceedings will be carried out within the **territorial limits** by a **court**.

Cover provided

A Costs

We will pay **costs** in the event of the following:

1 Personal injury

An incident that causes **your** death or bodily injury to **you**.

But not

Any claim arising from or relating to:

- a) illness or injury which develops gradually or is not caused by a specific or sudden accident;
- b) psychological injury or mental illness unless it results from a specific or sudden accident that has also caused physical bodily injury to **you**;
- c) defending **your** legal rights in claims against **you**; or
- d) any claim relating to clinical negligence other than as provided for under a) part A2 Clinical negligence.

2 Clinical negligence

Death or bodily injury to **you** that results from negligent surgery, clinical or medical procedure, or treatment.

But not

Any claim arising from or relating to:

- a) negligent surgery, clinical or medical procedure, or treatment that occurred before cover started;
- b) an alleged failure to correctly diagnose **your** condition; or
- c) psychological injury or mental illness unless it results from negligent surgery, clinical or medical procedure or treatment that has also caused physical bodily injury to **you**.

Section 4 Family Legal Protection (optional extra) continued

3 Contract dispute

A breach of contract claim arising out of a contract **you** have for:

- a) buying or hiring goods or services;
- b) selling goods; or
- c) buying or selling **your home**.

But not

Any claim arising from or relating to:

- a) a contract **you** entered into before cover started;
- b) advice, specification, design, construction, conversion, extension, renovation or demolition on any land or relating to any buildings where the contract value exceeds £15,000 (including VAT);
- c) leases, tenancies or a licence to occupy land or buildings;
- d) a contract **you** have entered into in connection with a profession, business, trade or venture for gain;
- e) a contract **you** have entered into in connection with **your** employment other than as provided for under part A5 Employment;
- f) loans, mortgages, pensions, investments or borrowing;
- g) planning, including town and country planning; or
- h) professional negligence in connection with a matter not covered under this section 4.

4 Property protection

The following disputes arising out of **you** owning or living in **your home**:

- a) a legal nuisance;
- b) a trespass to **your home**; or
- c) physical damage to **your home**.

But not

Any claim arising from or relating to:

- a) a dispute when the **date of incident** is less than 90 days after cover started;
- b) any building or land other than **your home**;
- c) defending **your** legal rights in claims against **you** other than defending a counter-claim;
- d) planning, including town and country planning;
- e) any works by or under the order of any government or public or local authority unless the claim is for accidental physical damage;
- f) advice, specification, design, construction, conversion, extension, renovation or demolition on any land or relating to any buildings; or
- g) leases, tenancies or a licence to occupy land or buildings.

5 Employment

A dispute with **your** current or former employer at an Employment Tribunal.

But not

Any claim arising from or relating to:

- a) a dispute when the **date of incident** is less than 90 days after cover started;
- b) defending **your** legal rights in claims against **you** other than defending a counter-claim;
- c) any disciplinary, investigatory or grievance procedures within the company **you** work for, and appeals against the outcomes of such procedures;
- d) settlement agreements unless there is an Employment Tribunal claim in the alternative;

Section 4 Family Legal Protection (optional extra) continued

- e) redundancy consultations; or
- f) a dispute started in or transferred to the county court or high court or the equivalent courts in the **territorial limits**.

6 Tax protection

A full enquiry by HM Revenue & Customs that considers all aspects of **your** self-assessment tax return. The full enquiry must relate solely to **your** work as an employee.

But not

Any claim arising from or relating to:

- a) enquiries limited to specific aspects of **your** self-assessment tax return; or
- b) any business tax affairs (for example where **you** are self-employed, a sole-trader or in a partnership).

7 Inheritance dispute

A dispute over something left to **you** in a will.

But not

Any claim arising from or relating to:

- a) a dispute with executors regarding the management of the estate;
- b) the negligent drafting of a will;
- c) a dispute **you** have with another beneficiary regarding the administration or disposal of any property left to **you** in a will; or
- d) where a will has not been previously made, concluded or cannot be traced (intestacy).

8 Legal defence

Your work as an employee which leads to:

- a) **you** being prosecuted in a criminal court within the **territorial limits**;

- b) civil action being taken against **you** for unlawful discrimination; or
- c) civil action being taken against **you** under Section 13 of the Data Protection Act 1998.

9 Motoring prosecution

You being prosecuted for an offence connected with using or driving a motor vehicle. **You** must send **us** a copy of **your** summons within seven days of receiving it.

But not

Any claim arising from or relating to:

- a) prosecutions resulting from drink or drug related offences;
- b) **you** driving a motor vehicle for which **you** do not have valid motor insurance;
- c) driving licence or vehicle documentation related offences; or
- d) parking or obstruction offences.

B Salary while you attend jury service

We will pay **your** salary or wages for each complete half day **you** attend jury service if **you** cannot claim them back from the court or from **your** employer.

The most we will pay under A and B above, including any appeal or counterclaim, for all claims that arise from the same incident is £100,000 (including VAT).

Exclusions which apply to Section 4 – Family Legal Protection

See also the general exclusions which apply to the whole policy.

You are not covered for any claim arising from or relating to:

- a) costs that relate to the period before we accept **your** claim;
- b) action against another person who is insured by this policy;

Section 4 Family Legal Protection (optional extra) continued

- c) fines, penalties, compensation or damages which **you** are ordered to pay by a **court**;
- d) a dispute between **you** and someone **you** live with or have lived with;
- e) a judicial review – an application for a judge to review the legality of a decision made or action taken by a public body;
- f) a dispute with **us** about this section of the policy other than as shown under 'How to complain' on page 3;
- g) incidents which begin before the cover started;
- h) loss or damage that is insured under another section of this policy or any other insurance policy; or
- i) any appeal where **we** did not provide cover for the original claim.

Conditions which apply to Section 4 – Family Legal Protection

The claims conditions which apply to the whole policy do not apply to Section 4 – Family Legal Protection.

See also the general conditions which apply to the whole policy.

General Conditions 1 and 2 on page 35 do not apply to Section 4 – Family Legal Protection.

1 Observing the policy terms

You must comply with all of the terms and conditions of this policy, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening.

If **our** position is prejudiced as a result of **you** not observing any of the terms and conditions of this policy, **we** have the right to:

- a) refuse or withdraw from any claim;
- b) refuse to pay **costs** **we** have already agreed to meet; and
- c) claim back from **you** **costs** that **we** have paid.

2 Reporting your claim

- a) **You** must report full and factual details of **your** claim to **us** within a reasonable time of the **date of incident**.
- b) **You** must send **us** any information that **we** ask for that is reasonable and relevant to **your** claim (**you** must pay any costs involved in providing this information).

3 Choosing an appointed representative

- a) If **we** accept **your** claim **we** will appoint a **preferred law firm** to try to settle the matter without having to go to **court**.
- b) If it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose a law firm to act as the **appointed representative**.
- c) If **you** choose an **appointed representative** who is not a **preferred law firm** they must agree to act for **you** in line with **our terms of appointment** (**you** can ask **us** for a copy). Cover for their **costs** will only commence from the date they agree to **our terms of appointment**.
- d) The **appointed representative** will enter into a separate contract of appointment directly with **you**. **You** will be responsible for **costs** incurred by the **appointed representative** which are not authorised by **us**.

Section 4 Family Legal Protection (optional extra) continued

4 Co-operating with your representative and us

- a) If **we** ask, **you** must tell the **appointed representative** to give **us** any documents, information or advice that they have or know about.
- b) **You** must fully co-operate with the **appointed representative** and **us**, and not take any action that has not been agreed by **your appointed representative** or by **us**.
- c) **You** must keep **us** and the **appointed representative** continually and promptly informed of all developments relating to the claim and provide **us** and the **appointed representative** immediately with all information, evidence and documents that **you** have or know about.
- d) **You** must get **our** written permission before instructing a barrister or an expert witness.
- e) **We** can contact the **appointed representative** at any time, and he or she must co-operate fully with **us** at all times.

5 Barrister's opinion

If there are conflicting opinions over **reasonable prospects of success** **you** will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between **you** and **us**. **You** will be responsible for paying for the opinion unless it shows that **your** claim has **reasonable prospects of success**.

6 Settling or ending your claim

- a) **You** must tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- b) **You** must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the **appointed representative** without **our** approval. **We** will not withhold **our** approval without good reason.
- c) If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, cover for **your** claim will end immediately unless **we** agree to appoint another **appointed representative**.
- d) **We** can decide to settle **your** claim instead of starting or continuing **your** claim or legal proceedings. **We** will do this by paying **you** either:
 - i) the compensation **you** are likely to be awarded by a **court**, if no offer or payment into **court** to settle **your** claim has been made. If **your** claim is not for damages, **we** may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim; or
 - ii) the difference between any offer or payment into **court** to settle **your** claim and the compensation **you** are likely to be awarded by a **court**.

We will only do this if the settlement **we** would have to pay **you** plus **costs** would be less than the compensation **you** are likely to be awarded by a **court**.
- e) **We** can refuse to pay further **costs** if **you** do not accept an offer or payment into **court** to settle a claim which **we** or the **appointed representative** considers should be accepted.

Section 4 Family Legal Protection (optional extra) continued

- f) **We** can refuse to pay further **costs** if **we** or the **appointed representative** consider that those **costs** would be disproportionate to the value of the claim.
- g) **You** must tell **us** if **your** claim no longer has **reasonable prospects of success**.
- h) **We** can refuse to pay further **costs** if **your** claim no longer has **reasonable prospects of success**.

7 Assessing and recovering costs

- a) **We** have the right to have **costs** certified by the appropriate professional body, audited by costs draftsmen **we** choose or assessed by a **court**.
 - b) **You** must tell **your appointed representative** to claim back all **costs** that **you** are entitled to. If **costs we** have paid are recovered, **you** must refund them to **us**.
 - c) **We** and **you** will share any **costs** that are recovered where:
 - i) **We** refused to pay further **costs** and **you** paid more **costs** to end **your** claim.
 - ii) **You** chose to pay the difference between the **costs we** offered to the **appointed representative** under **our terms of appointment** and the **costs** charged by the **appointed representative**.
- We** and **you** will each receive the same percentage of the recovered **costs** as originally paid.

8 Cancellation

You can cancel this section of **your policy** at any time by telling **us** either over the phone or in writing.

If **you** cancel this section before cover is due to start, **we** will return any premium **you** have paid in full.

If **you** cancel this section after it has started **we** will return any premium paid less a charge for the number of days for which cover has been given.

We will not refund any premium if **you** have made a claim or if one has been made against **you** during the period of cover.

Section 5 Home Emergency (optional extra)

This section is an optional extension to Section 1 Buildings or Section 2 Contents. Your schedule will show if you have chosen to include it.

Definitions

The following definitions apply to this section and are in addition to or replace those shown on pages 5 and 6 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 carry out a temporary or permanent **emergency repair**, or prevent further damage.

Beyond economic repair

When the cost of repairing **your** boiler exceeds 85 % of the manufacturer's current retail price (or if this is not available, the average current retail price available through leading UK suppliers) for a boiler of the same or similar make and model to **your** boiler.

Call out

Our sending an **authorised repairer** or suitably qualified repairer out after **you** ask for **emergency assistance**, even if **you** then cancel **your** request.

Electrical supply

The permanent electrical wiring system supplying power to **your home** from the mains service through **your** electricity supply 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** or **suitably qualified repairer** to temporarily or permanently deal with an **emergency**, carry out emergency repairs or prevent further damage.

But not

Repairing paths and driveways that need to be lifted to deal with the **emergency**.

Geographical limits

The United Kingdom including the Isle of Man and the Channel Islands, but not the Isles of Scilly or the Scottish Islands.

Home

The private home at the address shown in **your** schedule, together with integral 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 inside the **home**.

Main source of heating

The main hot water or central heating system in **your home** including:

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

Section 5 Home Emergency (optional extra) continued

But not

- a) Any form of underfloor heating, solar heating system or warm-air heating system.
- b) Any non-domestic boiler and associated system.
- c) Any boiler with an output of over 75Kw.
- d) Any secondary or other boiler.
- e) Oil fired and solid fuel systems.
- f) Open fires.
- g) Solar heating or air-conditioning units.

Pests

- a) Wasps' nests.
- b) Hornets' nests.
- c) Mice.
- d) Rats.
- e) Grey squirrels.

Security

The locks to external doors and windows of **your home**.

Suitably Qualified Repairer

A bona fide trades person, company or organisation appointed by **you** with the relevant expertise to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage where possible. This applies to properties situated in the Isle of Man or the Channel Islands only.

Temporary repair

Repairs or work needed to deal temporarily with an **emergency** but which may need to be replaced by a **permanent repair**.

Underground external drainage

The underground drainage pipes and sewers serving **your home**, which **you** have a legal responsibility for.

But not

- a) Cesspits.
- b) Septic tanks.
- c) Treatment plants and associated pipe work and equipment.

You, your

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

What happens if you have an emergency:

If your home is in the United Kingdom (and isn't on the Isle of Man, the Channel Islands, the Isles of Scilly or the Scottish Islands)

If there is an **emergency** in **your home**, when you call us:

- a) **we** will tell **you** what you can do in order to protect yourself and **your home**
- b) **we** will send an authorised repairer to **your home** straight away, or arrange a time for them to come
- c) **we** will pay up to £500 (including VAT) for each **emergency assistance call out** to cover the cost of:
 - i) the **call out**
 - ii) labour at **your home**
 - iii) parts.

In the event of **your home** becoming uninhabitable as a result of an **emergency** and remaining so overnight, **we** shall also at **your** request, arrange and pay up to £250, including V.A.T. in total for:

- a) one night's accommodation for **you**; and/or
- b) transport to such accommodation.

If your home is on the Isle of Man or the Channel Islands

If there is an **emergency** in **your home**, when you call:

- a) **we** will tell **you** what **you** can do in order to protect yourself and **your home**

Section 5 Home Emergency (optional extra) continued

- b) **we will give you** the go-ahead to find a **suitably qualified repairer** to visit **your home**
- c) **we** will pay up to £500 (including VAT) for each **emergency assistance call out** to cover the cost of:
 - i) the **call out**
 - ii) labour at **your home**
 - iii) parts.

In the event of **your home** becoming uninhabitable as a result of an **emergency** and remaining so overnight, **we** shall also at **your** request, arrange and pay up to £250, including V.A.T. in total for:

- a) one night's accommodation for **you**; and/or
- b) transport to such accommodation.

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 111 999**.

1 Electrical wiring

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

But not

Any electrical wiring that is not permanent or wiring that is outside of the **home**, like wiring to satellite dishes and garden lighting, the supply to outbuildings or garages not attached to **your home**.

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 to **your home**.
- b) The cost of repairs to any shared drainage facilities, except inside the boundary of the plot on which **your home** stands.
- c) More than **your** share of the cost, if **your** property is a flat or a maisonette.
- d) After **your home** has been **unoccupied** for more than 60 days in a row.
- e) The cost of replacement of pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or any central heating component.

3 Security

We will pay **for emergency assistance** if the locks on external doors or windows of **your home** have been damaged or unexpectedly fail to function

But not

- a) Replacement locks as a result of the theft or loss of keys to **your home**.
- b) The repair or replacement of any intruder or fire alarm systems.
- c) Damage to windows or glass in external doors, unless it leaves **your home** unsafe or insecure.
- d) **Emergency assistance** after **your home** has been **unoccupied** for more than 60 days in a row.

Section 5 Home Emergency (optional extra) continued

4 Heating

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

If we find out **your boiler is beyond economic repair**, we will pay £250 towards the cost of a new one.

But not

- a) The cost of repairing leaks from any gas pipe or gas-fired appliance.
- b) The cost of repairing a boiler that is **beyond economic repair**.
- c) The cost of replacing **your central heating boiler, storage or panel heater or appliance**.
- d) The cost of repairing or replacing your cold water supply tank, its feed and outlet.
- e) The cost of repairing or replacing water supply pipes to or from the hot water cylinder or gas appliance.
- f) The cost of repairing or replacing radiators (**we will pay the cost of isolating leaking radiators**).
- g) The cost of clearing airlocks or bleeding radiators.
- h) The cost of removing asbestos associated with repairing any appliance or system.
- i) **Emergency assistance after your home has been unoccupied** for more than 60 days in a row.

5 Pests

We will pay the cost of dealing with pests that cause an **emergency in your home**.

But not

- a) After **your home has been unoccupied** for more than 60 days in a row.
- b) If **you have already been given our recommendations on disposing of or controlling those pests and you have failed to adopt the recommendations**.

General exclusions which apply to Home Emergency

See also the general exclusions on pages 38 and 39 of this booklet which apply to the whole policy.

We will not pay for

- 1) Any loss or damage arising before the start date of the policy or during the first 14 days of cover.
- 2) **Emergency assistance** to any **home** in the Isles of Scilly or the Scottish Islands.
- 3) The cost of work carried out by anyone except a repairer deployed through **us**, except if **your home** is situated in the Channel Islands or the Isle of Man.
- 4) Any items that need replacing as a result of normal use like light bulbs and fuses.
- 5) Loss or damage caused by any interruption of mains services to **your home**.
- 6) Any system or appliance 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 has a manufacture or design fault.
- 7) Loss of or damage to any decoration, fixtures or fittings caused when providing **emergency assistance**.
- 8) Replacing any system or appliance as a result of the unavailability of spare parts after a thorough search of stockists.
- 9) Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except when an emergency involves the locks to external doors or windows), structural repairs, alteration or demolition.

General conditions which apply to Home Emergency

See also the General Conditions on pages 35, 36 and 37 of this booklet which apply to the whole policy.

1 Asking for emergency assistance

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

To ask for **emergency assistance** **you** must call the helpline on **0345 301 6238**.

2 Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and keep **your 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 incident occurs that does not qualify as an **emergency** under the terms of this policy **we** can, at **your** request, arrange for an **authorised repairer** to call at **your home**. But **you** will have to pay the costs involved and the contract for any services provided will be between **you** and the repairer.

The use of this service is not considered to be a **call out**.

Claims conditions which apply to Sections 1, 2, 3 and 5

1 Reporting a Claim

When **you** find out about a claim, or possible claim, under this policy **you** must tell **us** as soon as reasonably possible. If **you** do not do so and prejudice **our** position **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

2 Property Claims

For any loss or damage claim **you** must do the following:

- a) at **your** expense give **us** any information and evidence relevant to **your** claim that **we** ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair;
- b) give **us** (or **our** appointed suppliers) access to, or allow inspection of, the damaged property;
- c) immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion, or if any property has been lost outside **your home**.

If **you** do not do so and prejudice **our** position **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

3 Liability Claims

For any liability claim **you** must:

- a) Send **us** any letter, claim, writ or summons in connection with the claim or potential claim as soon as **you** receive it;
- b) Not admit, deny, negotiate or settle a claim without **our** written consent.

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.

4 Abandonment

You cannot abandon any property to **us**, except when **we** ask **you** to do so.

5 Enforcing your rights

We may at **our** expense and in **your** name take any steps necessary to enforce **your** rights against any other person either before or after **we** pay a claim. To help **us** in doing so **you** must give **us** any information or assistance **we** may require.

6 Other Insurances

We will not pay any claim if **you** have cover under any other insurance policies unless the cover provided by those policies is exhausted.

General conditions which apply to the whole policy

1 Policy terms and conditions

You must keep to the policy terms, conditions and **endorsements**. If **you** do not do so **you** may invalidate the policy in whole or in part or reduce the amount of any claim.

2 Preventing loss

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.

3 Fraud

You must be honest and truthful in **your** dealings with **us** at all times. If **you**, any person insured under this policy or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a false claim, **we** have the right to cancel **your** policy, refuse claims and retain any premium paid. **We** may recover from **you** any costs **we** have incurred, including the costs of investigating the claim. **We** will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred. In addition, **we** have the right to cancel any other products **you** hold with **us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

4 Changes that may affect your cover

You must tell **us** as soon as possible if there are any changes that may affect the level and/or cover of **your** insurance, such as the following:

- if **you** change the address where **you** normally live;

- if any work is being done to **your home** other than routine maintenance or decoration;
- if **you** or any member of **your family** is prosecuted for or convicted of any offence (excluding motoring offences);
- if **you** let **your home** out to tenants or a lodger moves in; or
- if **your home** is used for **business** purposes or as a holiday home.

We may then reassess **your** cover and/or premium. Failure to provide correct information or inform **us** of any changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

Note: the list above does not set out all changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover, please contact **us** anyway.

5 Paying the Premium

If **we** have been unable to collect **your** premium on the date it is due, **we** will assume that **you** do not want to continue with **your** policy unless **you** tell **us** otherwise, and **we** may cancel **your** policy on that date. Before **we** do, **we** will write to **you** in order to give **you** the opportunity to make the payment, but **we** hold on to the right to cancel if **you** do not make the payment requested. If the premium remains unpaid by the date **we** set out in **our** letter, **we** will confirm in writing that **your** policy was cancelled on the date the missed payment was due. If **you** have made a claim, or one has been made against **you**, before that date then the balance of the year's premium will become payable.

6 People involved in this contract

Unless otherwise provided for in the policy, nothing in the policy is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

General conditions which apply to the whole policy continued

7 Automatic renewal

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically using the payment details **you** have already given, unless **we** or **you** have advised otherwise. **We** will write to **you** at least 21 days before **your** policy ends and before taking any payment to confirm **your** renewal premium and policy terms. If **you** do not want to renew **your** policy **you** must call **us** before **your** renewal date to let **us** know. It is not possible to offer automatic renewal with all payment methods so please check **your** renewal invite for further details.

If **we** are unable to offer renewal terms **we** will write to **you** at **your** last known address to let **you** know.

8 Cancellation by us

We have the right to cancel **your** policy at any time by giving you 14 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** have for **you**. Valid reasons may include but are not limited to:

- where **you** are required, in accordance with the terms of this policy, to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that substantially affects **our** ability to process **your** claim, or deal with **your** policy;
- where there are changes to **your** circumstances which mean **you** no longer meet **our** criteria for providing home insurance;

- where **you** have used threatening or abusive behaviour or language or **you** have intimidated or bullied **our** staff or suppliers. If **we** cancel **your** policy **we** will return the premium paid less the amount for the period the policy has been in force.

9 Cancellation by you

You may cancel **your** policy any time by contacting **us** on **0800 032 9488** or sending **us** notice in writing.

If **you** cancel **your** policy before it is due to start **we** will return any premium paid in full.

If **you** cancel within 14 days of **your** policy starting or within 14 days of **you** receiving **your** documents (whichever is the later) **we** will return any premium paid less an administration fee as shown in **your** schedule.

If **you** cancel after those 14 days have passed **we** will return any premium paid less an administration fee as shown in **your** schedule and an amount for the period the policy has been in force.

We will not refund any premium if **we** have made or will have to make a claim payment to **you** or if a claim has been made against **you** during the **period of insurance**.

10 Cancellation on renewal

If **you** cancel before the new **period of insurance** is due to start **we** will return any premium paid in full.

If the new **period of insurance** has started and **you** cancel within 14 days of **your** policy starting or within 14 days of receiving **your** renewal documents (whichever is the later) **we** will return any premium paid in full.

General conditions which apply to the whole policy continued

We will not refund any premium if you have made a claim or if a claim has been made against you during the **period of insurance**.

11 Index linking – Buildings cover

If you have specified **your building** sum insured we will index link the amount shown on **your** schedule. We use the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index, although the sum insured will go up by £1,000 each year even if the index value is less than that amount.

Please note we do not apply index-linking to our standard policy limit.

12 Index Linking – Contents cover

If you have specified **your contents** sum insured we will index link the amount shown on **your** schedule. We use the Retail Price Index or another appropriate index, although the sum insured will go up by £500 each year even if the index value is less than that amount.

Please note we do not apply index-linking to our standard policy limits.

13 No claim discount

If no claim is made under this policy during the current **period of insurance** we will reduce **your** next renewal premium in line with our no claim discount scale and any claim under Section 1 will reduce **your** no claim discount on **your buildings** insurance. Any claim under Section 2 or 3 will reduce **your** no claim discount on **your contents** insurance, unless you have paid an additional premium for No Claim Protection, as set out in **your** renewal notice. You cannot switch **your** no claim discount to another person.

14 No claim discount protection

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

- a) more than one claim in a period of cover; or
 - b) 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.

General exclusions which apply to the whole policy

This policy does not cover claims caused by the following:

1 Radioactive contamination

Any expense, legal liability, or any loss of or damage to property directly or indirectly caused by, arising from or contributed to by:

- a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties, of any explosive nuclear equipment or nuclear part of that equipment.

2 War

Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.

3 Sonic bangs

Loss or damage caused by aircraft or other flying objects travelling at or above the speed of sound.

4 Existing damage

Any loss or damage that happened before cover started.

5 Pollution or contamination

Any expense, legal liability, or any loss of or damage to property directly or indirectly caused by pollution or contamination, unless caused by oil leaking from any fixed heating installation in **your home** or from any domestic appliance in **your home** during the **period of insurance**.

6 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.

7 Terrorism

Any expense, legal liability, or any loss of or damage to property directly or indirectly caused by terrorism. Terrorism is defined as any person or people whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

8 Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or any guest or tenant, or anyone lawfully in **your home**.

9 Uninsurable risks

- a) Wear, tear and reduction in value.
- b) Damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin.
- c) The cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without damage being evident (not applicable to Home Emergency cover Section 5).
- d) Damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item.

General exclusions which apply to the whole policy continued

- e) Tearing, scratching, chewing or fouling by any pet or domesticated animal.
- f) Any damage caused gradually.
- g) Damage which has occurred as a result of natural and inevitable events unless those events are specifically covered by **your** policy.
- h) Faulty workmanship, faulty design or the use of faulty materials.
- i) Items held or used for **business**, except **business equipment**.
- j) Any drop in the market value of **your home** caused by rebuilding or repairing damage to **your buildings**.

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: 0345 246 2853 (24-hour service)

The Legal Helpline lets you speak to a qualified legal advisor about any personal legal problem under United Kingdom law. We will provide you with initial advice only. The service only provides advice and does not cover any costs you run up as a result of following the advice. We may record all phone calls and keep the recording secure. You must have bought Family Legal Protection Section 4 to receive Legal Expenses Insurance.

Emergencies: 0345 878 5121 (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.

Please note that this helpline is not available for properties located on the Isle of Man, the Channel Islands, the Scilly Isles or the Scottish Islands.

If your call relates to a claim under Section 5 – Home Emergency, please call 0345 301 6237.

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.

Privacy Notice

Why we need your information

We need your information and that of others you name on the policy to give you quotations, and manage your insurance policy, including underwriting and claims handling. Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties. We will only collect the information we need so that we can provide you with the service you expect from us.

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

Churchill insurance policies are underwritten by U K Insurance Limited (UKI). When you give us your information, it will be shared within the UKI owned brands. We will do that in order to provide you with the best possible products and service experience. For a full list of our brands please visit <http://www.churchill.com/terms/privacy/>. During the course of our dealings with you we may need to use your information to:

- Assess financial and insurance risks,
- Prevent and detect crime including anti money laundering and financial sanctions,
- To comply with our legal and regulatory obligations,
- Develop our products, services, systems and relationships with you,
- Record your preferences in respect of products and services,
- Recover any debt or if you have any outstanding debt from previous dealings with us we will only offer you a policy upon settlement of the full outstanding amount,

- Review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover.

In carrying out the actions above we may:

- Use the information we hold in our system about you and that of others named on the policy,
- Share the information with agencies that carry out certain activities on our behalf, for example marketing agencies or those who help us underwrite your policy,
- Use and share your information with our approved suppliers where this is reasonably required to help deal with your claim or let you benefit from our policyholder services, including with our credit hire providers and legal advisors,
- Disclose some of your information and that of others named on the policy to other insurers, third party underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

We do not disclose your information to anyone outside UKI except where:

- We have your permission,
- We are required or permitted to do so by law,
- We may transfer rights and obligations under this agreement.

Privacy Notice continued

Where we transfer your information

From time to time we may require services from suppliers that are based worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we require that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

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 health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Keeping you informed

From time to time we may contact you with special offers or suggest products which may be of interest to you. If you would like not to receive any of these updates you can ask us to stop at any time. You

can do that by simply calling our customers services department or by writing to **Data Protection Officer** at, UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP

From time to time we may need to change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. When we do so, you will have 60 days to object to the change but if we do not hear from you within that time you consent to that change.

Fraud Prevention and Anti-Money Laundering

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998.

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household,
- Trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies,

Privacy Notice continued

- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

Law enforcement agencies may access 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,
- Checking details of job applicants and employees.

We, and other organisations that may access and 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: **Data Protection Officer** at, UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. The agencies may charge a fee.

Financial Sanctions

We will use information about you and that of others named on policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. Your information and that of others named on policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with Financial Sanctions requirements.

Credit Reference Agencies

We carry out a consumer search when any application for insurance is submitted to evaluate insurance risks. This is done only using the data that is publicly accessible on your credit file (i.e. bankruptcy, CCJ and electoral roll information). Information about access to the public part of your credit file is automatically deleted after 12 months and in no way affects your ability to obtain credit.

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their consent.

Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request. If you would like a copy of your information, please write to:

Data Access Team at, UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

Your Fixed Sum Credit Agreement

Your right to cancel your credit agreement

If you have chosen to pay by instalments, you may cancel your credit agreement within 14 days of receiving it. If you would like to cancel your credit agreement please call us on **0345 603 3550** or write to us at the address shown on your documents. If you cancel your agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to end the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be terminated; any refunds will be paid pro rata unless there is a claim, when the full premium will be due.

We may terminate your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this agreement.

If you have a complaint about your credit agreement you should refer to the 'how to complain' section of this policy booklet.

English law applies to your Fixed Sum Credit Agreement and courts in England or Wales may deal with disputes in connection with this agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this agreement. We have supplied this agreement and other information to you in English and we will continue to communicate with you in English.

How to contact us

Customer Care Line

0345 603 3550

Mon – Fri 8am – 9pm; Sat 9am – 5pm; Sun 10am – 5pm

Home insurance claims line

0345 603 3599

24 hours, 7 days a week

Home emergency claims line

0345 301 6238

24 hours, 7 days a week

Glass repair & replacement

0800 389 9633

24 hours, 7 days a week

Legal advice

0345 246 2853

24 hours, 7 days a week

Emergency helpline

0345 878 5121

24 hours, 7 days a week

Other products available from Churchill

Car:

0800 032 7158

Pet:

0800 032 9462

Motorbike:

0800 916 7230

Travel:

churchill.com/travel

Calls may be recorded

We will also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

Churchill insurance policies are underwritten by UK Insurance Limited, Registered office: The Wharf, Neville Street, Leeds LS1 4AZ.
Registered in England and Wales No.1179980. UK Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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