

Profile – Bedroom Rated

Policy



Introduction

Thank **you** for choosing Covéa Insurance. This is **your** household insurance policy. This policy is a contract between **you** and **us** and is made up of this policy booklet and **your schedule** and is based on the statements and information **you** gave **us** when **you** applied for this insurance. This information was recorded in either a proposal form or a statement of insurance and was used in assessing and accepting the cover **we** would provide for **you** and to set the premium **we** need for that cover. A copy of the proposal form or statement of insurance is available on request from **your** intermediary. If any of the information is incorrect, **you** should tell **your** intermediary immediately.

If any of the information **you** have provided is incorrect **you** may find **you** have no cover at all.

You should read this policy booklet, **your schedule** and any **endorsements** as if they are one document. Please check them carefully to make sure they give **you** the cover **you** want. If they do not, **you** should tell **your** intermediary immediately. **You** should keep them in a safe place as **you** may need to refer to them if **you** have to make a claim.

On payment of the premium for the **period of insurance** or any subsequent period for which **we** shall accept payment **we** will indemnify **you** in accordance with and subject to the policy conditions set out on pages 9-10 and policy exceptions set out on page 11 in this policy booklet. **Your schedule** tells **you** which sections of this policy booklet apply.

You agree to pay the premium and to keep to the policy conditions.

Remember no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** policy are stated:

- In the policy conditions which apply to sections A-D on pages 9-10.
- In the policy exceptions that apply to sections A-D on page 11.
- Under **we** will not pay for on pages 12-25.

It is important to ensure that **you** understand the policy conditions and policy exceptions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make.

Please read this policy carefully and check that it meets your requirements. Any query should be referred to your intermediary immediately.

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Contact Numbers

Claims

Property Care Line 0844 902 0789

For claims under sections A-D:

Covéa Insurance Property Care Line –
24 hours a day, 365 days a year

- Telephone Covéa Insurance on **0844 902 0789** or fax **0845 604 8628**
- For Online Claims Assistance complete **our** Online Claims Form at **www.coveainsurance.co.uk/reportclaim**
- See pages 26-28 for full details of how to make a claim and how **we** settle **your** claim
- Covéa Insurance Property Care Line is a UK-based service
- **Our** staff are highly trained and can confirm whether **your** policy covers **you** for the incident
- Please have **your** policy number to hand when phoning
- In the event of **you** wishing to make a claim **you** must follow the procedures **we** have detailed in this policy, failing which **we** will not be liable for **your** claim

For claims under sections E-G:

Check **your schedule** to see whether **you** have purchased these sections

- **Legal Protection (Section E) – 0844 902 0761**
See page 38 for full details of how to make a claim
- **Home Emergency (Section F) – 0844 902 0763**
See page 44 for full details of how to make a claim and how **your** claim is settled
- **Pest Cover (Section G) – 0844 902 0765**
See page 50 for full details of how to make a claim and how **your** claim is settled

LawCare

The LawCare service enables **you** to obtain confidential expert advice on any personal legal problem 24 hours a day 365 days a year. The advice given in most cases, is immediate, and is geared to providing **you** with easily understood practical help. Comprehensive advice is available on all areas of domestic legal issues such as personal injury matters, motor related disputes, property worries and matrimonial problems etc.

How to use LawCare:

1. To contact this service telephone 0844 902 0761 anytime day or night 365 days a year
2. Quote code number 70526
3. State **your** question or problem

The LawCare service is totally confidential. The only information that needs to be given is **your** code number. There is no limit to the number of times **you** can use the service.

The LawCare service is provided by FirstAssist Services Limited.

Meaning of Words

Sections A-D

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Sections E, F and G have their own Meaning of Words and appear in the relevant section of the policy.

accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

bedroom

A room used as or originally built to be a **bedroom**, even if it is now used for other purposes.

bodily injury

Death, illness, injury or disease.

buildings

The **home** and its permanent **fixtures and fittings** and the following if they form part of the **home** and are owned by **you** or for which **you** are legally responsible:

- wooden laminate or vinyl floor coverings;
- patios, terraces, paths, drives;
- walls, gates, hedges, fences, lampposts, railings;
- hard tennis courts, sunken swimming pools, ornamental ponds;
- fountains and statues permanently fixed into the ground;
- cesspits, septic tanks, central heating fuel tanks;
- sheds and greenhouses;
- permanently fixed hot tubs and jacuzzis;
- wind turbines and solar panels permanently fixed to the **home**;

all situated at the risk address shown on **your schedule**.

buildings does not include:

- land;
- trees, shrubs and plants;
- aerials, satellite receiving equipment or masts;
- carpets whether fitted or not.

business equipment

Furniture, computers, laptops, keyboards, monitors, printers, computer-aided design equipment, facsimile machines, photocopiers, telecommunications equipment and stationery, which are used for the business, trade or profession of **you** or **your family**.

contents

- aerials, satellite receiving equipment or masts fixed to or in the **home**;
- **business equipment** up to a total of £5,000;
- carpets whether fitted or not;
- **high risk items** up to the limits shown on **your schedule**;
- household goods, furnishings, furniture, domestic appliances and **personal possessions**;
- interior decorations where **you** are the tenant of the **home** or where **you** are the owner, but not responsible for insuring the **buildings**;
- pedal cycles up to £750 each;
- tenants **fixtures and fittings**;

which **you** or **your family** own or for which **you** or **your family** are legally responsible.

contents does not include:

- any **motorised vehicle**;
- any form of aircraft (including models);
- hovercraft, boats, boards or any other craft or equipment designed for use in or on water;
- caravans;
- horse boxes;
- any form of trailer; or
- parts, spares or accessories for any item listed above under **contents** does not include;
- deeds (other than as provided by paragraph 20 of section B – **contents**), securities, documents, **personal money** or **credit cards** (other than as provided by paragraph 23 of section B – **contents**);
- wooden laminate or vinyl floor coverings;
- landlords' **fixtures and fittings**;
- any living creature;
- trees, shrubs or plants;
- mobile phone airtime.

Meaning of Words

Sections A-D

continued

contents in the open

Items intended to be kept permanently or temporarily outside the **home** and within the boundary of the land belonging to the **home** which includes:-

- garden furniture;
- garden ornaments;
- children's play apparatus;
- barbecues;
- gazebos.

credit cards

Credit, cheque, charge, debit or cash dispenser cards.

domestic duties

Work and/or chores undertaken by **your home** and its land as shown on the title deeds. **Domestic duties** do not include the work or duties of someone who is employed to provide care for **you**.

domestic employee

Any person directly employed by **you** to carry out **domestic duties** and not employed by **you** in connection with any other business, profession, trade or employment or anyone that is self-employed and working on a labour only basis.

endorsement

Any change made to the terms of the policy, which will be shown on **your schedule**.

excess

The amount specified in the relevant section of this policy, or where no **excess** is specified in the policy, the amount set out in **your schedule**, which is the first part of the claim which **you** will be responsible for. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

There are three types of **excess** as follows:-

- policy **excess**: This is the standard **excess** which is applied to all policies and forms part of the policy terms.
- voluntary **excess**: This is selected by **you** and applied in addition to the policy and compulsory **excess**.
- compulsory **excess**: Applied by **us** by **endorsement**.

family

You and **your**:

- spouse or domestic partner sharing financial responsibilities;

- children (including adopted and foster children);

- relatives;

who permanently live with **you**.

fixtures and fittings

- built-in furniture and kitchen units;
- built-in domestic appliances;
- fixed glass and sanitary ware;
- fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters;
- light fittings.

heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

high risk items

- any collections of stamps, coins, medals, banknotes or other collectable articles;
- articles made of gold, silver, precious metals or precious stones;
- clocks;
- jewellery, watches or furs;
- sculptures, tapestries, rare and unusual figurines or any item valued for its rareness;
- pictures, paintings or other works of art;
- photographic equipment, binoculars, telescopes;
- portable musical instruments;
- guns;
- audio and audio visual equipment;
- computer equipment.

home

The private dwelling and its garage(s) and permanent outbuildings (if shown on the title deeds) of **your** private dwellings, all at the address shown on **your schedule** and used for domestic purposes only.

Unless described differently by an **endorsement** to this policy, the private dwellings, garages and permanent outbuildings must:

- be built of brick, stone or concrete;
- be roofed with slates, tiles or concrete and no more than 20% of the total external roof area either flat or covered with felt.

landslip

Downward movement of sloping ground.

Meaning of Words

Property Care Line

0844 902 0789

Sections A-D

continued

motorised vehicle

Any electrically or mechanically powered vehicle, other than:

- battery or pedestrian operated models or toys;
- domestic gardening equipment;
- golf carts, trolleys or buggies;
- vehicles which are designed to assist disabled persons and are not registered for road use.

period of insurance

The period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

personal money

- cash, cheques, postal or money orders, travellers cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, luncheon vouchers or stamps for TV licence, gas, electricity or other household bills;
- travel tickets, sports season tickets, phone cards or mobile telephone or multi media prepaid vouchers (but only for the cost of replacement for the period from the date of loss to the expiry date of the original ticket or voucher) if a duplicate cannot be obtained.

All the above held for social or domestic purposes only.

personal money does not include:

- Avios/air miles or promotional vouchers;
- store points;
- lottery tickets, scratchcards, raffle tickets;
- stamps which are part of a stamp collection;
- money held/used for business purposes.

personal possessions

- luggage, clothing, jewellery or spectacles;
- sports equipment;
- musical instruments;
- photographic equipment;
- mobile phones;
- laptops, computer equipment designed to be portable, portable audio/visual equipment; or
- other items which are normally used, worn on or carried about the person.

All of which belong to **you** or **your family** or **you** or **your family** are legally responsible for.

personal possessions does not include:

- anything which is defined as not included under **contents**;
- camping equipment;
- deeds, electronically stored data, **personal money** or **credit cards**;
- household goods, domestic appliances, furnishings, furniture, china, glass or pottery;
- pedal cycles;
- tools.

redecoration

Internal painting and decorating, tiling, replacement of bathroom suites and/or kitchen **fixtures and fittings** including sinks, wash basins and showers. Internal joinery, plastering, installation/repair of central heating and external window replacement.

schedule

The document which gives the details of the cover **you** have including any **endorsements**.

settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

unfurnished

Without enough furniture and furnishings for normal living purposes.

United Kingdom

The **United Kingdom** of Great Britain and Northern Ireland.

unoccupied

Not lived in by **you** or **your family** for more than 30 days in a row.

vermin

Rats, mice, squirrels, pigeons and foxes.

we, us or our

Covea Insurance plc.

you or your

The person or people shown on **your schedule** as the insured.

Customer Information

Sections A-D

Registration and Regulatory Information

Insurance cover under Sections A to D is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

Complaints Procedure

It is always **our** intention to provide a first class standard of service. However **we** do appreciate that occasionally things go wrong. In some cases the intermediary who arranged **your** insurance will be able to resolve any concerns particularly if **your** complaint relates to the way the policy was sold, and **you** should contact them directly.

Alternatively, depending on the section of **your** policy please contact **us** as noted below, quoting **your** policy or claim number.

For **Buildings, Contents, Personal Possessions** and Pedal Cycles (sections A-D) telephone Covéa Insurance on 0844 902 1000, or write to Customer Relations, Covéa Insurance, Norman Place, Reading RG1 8DA. **You** can contact **us** via email on **our** website at www.coveainsurance.co.uk.

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **our** website at www.coveainsurance.co.uk/complaints.

If **you** should remain dissatisfied once Covéa Insurance has had the opportunity to resolve **your** complaint, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at South Quay Plaza, 183 Marsh Wall, London E14 9SR www.financial-ombudsman.org.uk.

There are a few instances where the FOS is not able to assist and **you** must have allowed the insurer relevant to the section the opportunity to resolve **your** complaint before the FOS become involved.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations. Further information is available from the Financial Services Compensation Scheme, 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN www.fscs.org.uk.

Exchange of Information

In order to prevent or detect fraud **we** will share the information **you** provide with various fraud prevention agencies including law enforcement. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. **We** and other organisations, including those from other countries and the police, may access and use the information recorded for the purpose of making decisions, such as those involving insurance proposals and claims. **We** may also conduct credit reference checks in certain circumstances including confirming **your** identity and recovering debt. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating by contacting **us** at info@coveainsurance.co.uk.

You should show this notice to anyone who has an interest in the property insured under the policy. **You** must ensure that any information **you** supply relating to anyone else is accurate and that **you** have obtained their consent on **our** behalf to the use of their data for these purposes.

Cancellation

You have a statutory right to cancel **your** policy during a period of 14 days (the statutory cooling off period) from the day of purchase or renewal of the contract or the day on which **you** receive **your** policy documentation whichever is later.

If **you** wish to do so and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid.

Alternatively, if **you** wish to do so and the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered plus an administration charge of £25 which applies in the first **period of insurance** only. If a claim has been submitted or there have been any incidents likely to give rise to a claim a refund for the unexpired portion of premium will be given.

We have the right to deduct all unpaid instalments and any outstanding premium from any claim that **we** may pay.

To exercise **your** right to cancel during the statutory cooling off period, please contact **your** intermediary.

Following the expiry of **your** statutory cooling off period the policy may be cancelled:

1. by **you** giving written instruction to **us** or **your** intermediary at any stage of the duration of the contract, or

Sections A-D

continued

2. by **us**:

- (a) sending 7 days written notice in the event of non payment of any monthly premium;
- (b) sending 7 days written notice in all other circumstances to **your** last known address.

You will be entitled to a refund of the premium paid subject to a deduction for the time which **you** have been covered. Additionally an administration charge of £25 will be made when the cancellation is in the first **period of insurance**.

If a claim has been submitted or there have been any incidents likely to give rise to a claim during the current **period of insurance** no refund for the unexpired portion of premium will be given.

We have the right to deduct all unpaid instalments and any outstanding premium from any claim that **we** may pay.

Index Linking

The specified **personal possessions** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index. **Your schedule** will confirm the revised sums insured at each renewal date.

No Claims Discount

If **you** do not make a claim during the **period of insurance** **we** will increase **your** no claims discount at the next renewal date unless **you** have the benefit of the maximum no claims discount already.

If **you** make a claim under section A **buildings** or section B **contents** **we** will reduce **your** no claims discount under that section at the next renewal date.

If **you** make a claim under section C **personal possessions**, or section D pedal cycles **we** will reduce section B **contents** no claims discount at the next renewal date.

No claims discount is not applicable to sections E to G and in the event of a claim under these sections the no claims discount under section A **buildings** and section B **contents** will not be affected.

Security

Check **your schedule** and where **we** have applied the minimum standards of security **endorsement** **you** must ensure all window and door locks meet the standard and are operational as specified. If the security is not fitted and applied in line with the **endorsement** wording, cover for loss or damage caused by theft, attempted theft or malicious acts will not operate.

Where **you** have confirmed the minimum standards of security have been met and are not forming a condition of the terms of the policy in the event of a loss or damage caused by theft, attempted theft or malicious acts an **excess** will apply as stated in the **endorsement** wording.

Helpful Hints

Avoid being a victim of crime

Most household burglaries are committed by opportunists. By taking some relatively simple steps **you** can decrease the chances of a break-in and make **your home** safer.

- Make sure **you** have locks on all doors and windows.
- By having an alarm installed **you** should increase security.
- Keep cash, keys, **credit cards** and any portable **high risk items** out of sight.
- When **you** are away on holiday, use time switches so the **home** looks occupied.
- Always ensure bicycles are locked securely to a permanent structure.

Dealing with burst pipes and floods

Reduce the risks of burst pipes by:

- leaving the heating on a minimum of 15°C;
- insulating all pipes including those in the attic as these pipes are the most likely to freeze;
- insulating **your** cold water tank;
- opening the loft hatch so warm air can circulate to help prevent freezing in cold weather spells;
- making sure **you** can locate **your** mains water supply and that **you** know how to turn it off;
- turning off water supply to outside taps; and
- having emergency contact details readily to hand.

If **you** have been flooded, don't enter **your** property until the mains electricity has been turned off and never use electrical appliances that may be wet. Gas can get trapped in a building after a flood, so use a battery powered torch and never use open flames to see your way.

Fire Prevention

- Smoke detectors are important safety devices. Fit detectors in prominent places in **your home** and check the batteries on a regular basis.
- Have the chimneys swept regularly and if **you** have open fires always use a fireguard.

Customer Information

Sections A-D

continued

- Never leave hot fat or oil when cooking. If a pan does catch fire, cover it with a fire blanket or damp cloth – don't use water.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- Do not tape up electric cables as they can be dangerous and should always be replaced.
- Be careful not to overload plugs. **You** should fit no more than one plug per socket; use an extension lead if **you** need to fit more.
- Ensure smoking materials are properly extinguished/discarded.

Carbon Monoxide

Carbon monoxide is a colourless, odourless poisonous gas, which makes it difficult to detect. Symptoms of carbon monoxide poisoning include tiredness, drowsiness, headaches and breathlessness. Take some basic precautions to ensure you're safe:

- Never use a gas appliance if it's not working properly. Signs to look out for are:
 - yellow or orange flames;
 - soot stains around the appliance; and
 - a pilot light that frequently blows out.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- If **you** live in rented accommodation **your** landlord has a legal duty to carry out an annual safety check. They must provide **you** with a copy of the completed gas safety check certificate.
- Install a carbon monoxide detector. Check it complies with British Standard EN 50291 and carries a British or European approval mark.

Storm Damage

- Regularly check the condition of all roofs including garages, sheds and flat roofs for sign of wear and tear.
- Keep gutters, gullies and drains clear to carry water away quickly and efficiently.
- Be mindful of low hanging tree branches which could cause damage in high winds.

You must comply with these conditions. They control the operation of the policy cover for sections A to D.

Sections E, F and G have their own policy conditions which are detailed on pages 32-34, 42 and 49.

1. Compliance with Policy Terms

We will only provide the cover described in the policy if all the terms and conditions of this policy so far as they apply have been met by **you**, **your family** or anyone claiming under this policy.

2. Taking Care

You and **your family** must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the **buildings** in a good condition and a good state of repair.

3. Changes in Your Circumstances

When **you** arranged **your** insurance **you** provided **us** with certain information that **we** requested and this information is confirmed in the statement of insurance supplied to **you** by **your** intermediary.

You must tell **us** or **your** intermediary straight away about any change in **your** circumstances.

The facts and changes in circumstances which **we** need to be told about are those which **we** consider important in assessing the degree of risk which **we** have taken on, the scope of the insurance cover **we** have provided to **you**, the terms upon which **we** are prepared to cover **you** and the premium which **we** charge **you**.

For example **we** need to know:

- (a) of a change of address;
- (b) if someone lives in the **home** other than **you** and **your family**;
- (c) if the **home** becomes **unoccupied** or **unfurnished**;
- (d) if the rebuilding costs of the **home** or the replacement values of the **contents**, **personal possessions** or pedal cycles exceed the limits shown in the policy or **your schedule**;
- (e) if **you** or **your family** or anyone currently living with **you** are charged or are convicted of any offence other than driving offences;
- (f) if **you** or **your family** or anyone currently living with **you** have been declared bankrupt or are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or Individual Voluntary Arrangement (IVA);
- (g) if **you** change **your** occupation;
- (h) if the **home** is being used for business or professional purposes;
- (i) if the **home** is not in a good state of repair;
- (j) if the **home** is undergoing structural alteration, structural repair, restoration or renovation;
- (k) if any of the information provided and recorded in the proposal form or statement of insurance has changed.

If there are any changes in **your** circumstances which occur after this policy has begun, then **you** must tell **us** or **your** intermediary immediately.

Upon being told of a change in circumstances, **we** reserve the right to:

- (a) cancel **your** policy; or
- (b) charge **you** an additional premium or provide **you** with a return premium with effect from the date upon which **your** circumstances changed; and/or
- (c) apply an **endorsement** to the policy with effect from the date upon which **your** circumstances changed with further conditions or warranties which **you** must comply with.

If **you** fail to tell **us** of any change in **your** circumstances which occurs after the start date of the **period of insurance**, **we** would consider this to be a non disclosure/misrepresentation and the action **we** may take is detailed under policy condition 8 Non Disclosure and Misrepresentation on page 10.

4. Other Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim.

You must give **us** full details of the other insurance policy.

5. Fraud

If **you** or **your family**:

- makes a claim under this policy which is in any part false or exaggerated;
- supports a claim with a false document or statement;
- makes a claim for any loss or damage as a result of **your** willful act or if the loss or damage was caused with **your** agreement or knowledge;
- have committed fraud under any other insurance policy;
- makes an untrue statement, fails to provide **us** with information **we** have requested or knowingly provides inaccurate information about their circumstances in order to obtain insurance cover.

We will:

- cancel the policy from the date the fraudulent act was committed;
- not pay any claims which may or may not have been made on the policy;
- recover any money that has already been paid on a claim;
- not return any premium;
- inform the police, other financial services and anti-fraud databases.

6. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

Policy Conditions

Sections A-D

continued

7. Claims

When circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police immediately **you** become aware of or suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you**;
- take all reasonable steps to recover any property which has been lost;
- send **us** at **our** expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you**.

You must not:

- pay, offer or agree to pay any amount or admit responsibility without **our** permission;
- abandon any property to **us** unless **you** have **our** permission;
- carry out any permanent repairs or dispose of any damaged items until **we** have been given the opportunity to inspect the damage.

We will not pay any claims under this policy unless **you** have kept to the above conditions.

We may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against **you** or at **our** own expense, take legal action in **your** name to get back any payment **we** have made under this policy.

For further information please refer to Claims – Sections A-D on pages 26 to 28.

8. Non Disclosure and Misrepresentation

Information which **you** gave **us** before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **your** intermediary immediately.

If **you** have provided **us** with inaccurate information, which might have affected **our** decision to provide insurance cover, the level of premium, or the terms of this policy, before **you** took out the policy, or before renewal then **we** may have the right to:

- apply terms to the policy by **endorsement**; and/or
- cancel the policy; and/or

- void the policy, which means **we** will treat the policy as if it had never existed; and/or
- repudiate any claims; and/or
- recover any payments from **you** made on previous claims; and/or
- retain the premium; and/or
- allow a pro-rata refund of the premium; and/or
- refund the premium in full.

9. Law Applicable to Contract

English law will apply to this contract unless **you** and **we** agree otherwise.

10. Unoccupancy

If **you** know that **your home** is not going to be lived in for more than 30 days in a row, **you** must advise **your** intermediary immediately, in order to provide **us** with the opportunity to review the risk.

When **your home** is not lived in for more than 30 days in a row **we** will regard **your home** as **unoccupied**. In these circumstances **we** will not provide full cover as stated under the policy sections applicable and the stated restrictions will apply. Regular visits to the property externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the property and the restrictions on the policy will apply. Following a claim where liability has been accepted by **us** under the policy, when **your home** is uninhabitable and remains **unoccupied** for more than 30 days, the unoccupancy restrictions stated in the policy will not apply.

11. Building work

If **you** are planning to have any structural work undertaken at **your home** for example an extension, demolishing any walls, renovation or any form of building work, **you** must tell **us** or **your** intermediary about any plans at least 7 days before the work commences. **We** will then assess the risk and provide any terms to the policy **we** deem necessary. **We** will not pay any claim for loss or damage caused by and/or arising either directly or indirectly due to the building work taking place, without prior agreement.

You do not need to inform **us** or **your** intermediary if **you** are undertaking **redcoration**.

12. Joint Insured

If more than one insured is named on the **schedule**, either named insured may amend the policy, submit a claim or discuss an existing claim with **us**. If an insured named on the **schedule** is to be removed, **we** will only accept authority from the person being removed, or by a court order or written agreement from the insured's personal representative.

Policy Exceptions

Sections A-D

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Exceptions are the events, liabilities or property **we** will not pay for under sections A to D of the policy.

Sections E and F have their own exceptions which are detailed on page 35 and 43.

1. Radioactive Contamination

Any expense, loss, **bodily injury**, liability or damage to any property directly or indirectly caused by, contributed to or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

2. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

3. War Risks

Any loss, damage, **bodily injury** or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

4. Events Before the Policy Started

Any loss, damage, **bodily injury** or liability arising out of any accident or incident that happened before this policy started.

5. Deliberate Acts

Any loss, damage, **bodily injury** or liability caused deliberately, maliciously, wilfully, recklessly by **you**, **your family**, lodgers, guests, tenants or employees.

6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this policy.

7. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **home**.

8. Business Property and Legal Liability

Any loss or damage to property owned by, held in trust or primarily used for any business, trade or profession (other than **business equipment**). Any legal liability arising directly or indirectly from any business, trade or profession.

9. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

10. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly or indirectly caused by a sudden and unforeseen and identifiable incident occurring during the **period of insurance**.

11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;
- (b) computer viruses.

12. Terrorism

Liability, loss, damage, cost or expense caused directly or indirectly by an act of terrorism. For the purpose of this exception an act of terrorism means preparing, threatening or actually using biological, chemical and/or nuclear force.

13. Wear and Tear

Loss or damage caused by wear and tear, wet or dry rot or anything which happens gradually.

14. General Exceptions

Any loss, damage or liability caused by or arising from:

- the **home** undergoing demolition, structural alteration or structural repair;
- lack of maintenance;
- restoration, dismantling, renovation, breakdown or repair;
- faulty design or workmanship or the use of faulty materials;
- any process of cleaning, drying, dyeing, heating or washing;
- insects, parasites, **vermin**, fungus or mildew;
- pets or domestic animals (except as covered by section B – **contents** paragraph 25 Occupiers and personal liability);
- atmospheric or climatic conditions or frost (except as covered by section A – **buildings** paragraph 11 frost damage).

Policy Cover

Section A – Buildings

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
Loss or damage to buildings caused by:	<ul style="list-style-type: none"> The excess which is shown on your schedule under all paragraphs of section A – buildings except paragraph 17. Anything listed under policy exceptions on page 11.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious Acts.	Loss or damage caused: <ul style="list-style-type: none"> by you, your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished.
5. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> to gates, hedges and fences; caused by rising ground water levels; caused by frost. The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of storm or flood.
6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; (b) Domestic heating fuel escaping from any fixed domestic heating installation. Following damage insured by (a) and (b) above we will pay the costs you incur in locating the source of the damage up to £5,000, which also includes the cost for subsequent repairs to floors, walls and ceilings.	Loss or damage caused: <ul style="list-style-type: none"> while the home is unoccupied or unfurnished; by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; by subsidence, heave or landslip; by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; by the inadequacy or absence of appropriate sealant or grout; to the domestic water or heating installation and repairs to the pipes unless caused by freezing. The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of leakage of water from pipes or drains.

Policy Cover

Section A – Buildings

continued

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Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>7. Theft or attempted theft.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by you, your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished.
<p>8. Collision or impact with:</p> <p>(a) aircraft or other aerial devices or items dropped from them;</p> <p>(b) vehicles or animals;</p> <p>(c) falling trees or branches;</p> <p>(d) lampposts or telegraph poles.</p> <p>We will also pay the cost of removing trees or branches if they have caused damage to the buildings.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> to hedges, gates or fences unless the home is damaged at the same time and by the same cause; by felling, lopping or topping of your trees. <p>The cost of removing the part of the tree that is still below ground.</p>
<p>9. Falling aerals (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the home.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> to the installation.
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>The first £1,000 of each claim.</p> <p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> coastal or river erosion; the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time and by the same cause; the bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion; the action of chemicals or chemical reaction. <p>Damage:</p> <ul style="list-style-type: none"> to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the home is damaged at the same time and by the same cause; that is covered under a National House Building Council warranty or other similar guarantee or insurance policy.
THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION	
<p>11. Frost Damage.</p> <p>Frost damage to interior fixed domestic water or heating installation in the home.</p>	<p>Damage caused while the home is unoccupied or unfurnished.</p>

Policy Cover

Section A – Buildings

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
12. Glass, Sanitary Ware and Ceramic Hobs. Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass, solar panels and sanitary ware all forming part of the home .	Breakage caused: <ul style="list-style-type: none">while the home is unoccupied or unfurnished;when any part of the home is occupied by lodgers, tenants or paying guests.
13. Cables, Pipes and Tanks. Accidental damage for which you are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the home .	The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.
14. Professional Fees and Additional Costs. Following damage insured by section A – buildings and incurred as a direct result of the loss or damage to the home with our consent, we will pay: <ul style="list-style-type: none">the costs of complying with any government or local authority requirement;fees to architects, surveyors and consulting engineers;legal fees;the cost of clearing the site and making it and the home safe.	Costs or fees for preparing and handling a claim under this section. Costs of complying with requirements that you were given notice of before the damage occurred. Costs for undamaged parts of the buildings except the foundations of the damaged parts.
15. Alternative Accommodation and Loss of Rent. If your home is uninhabitable due to damage insured by section A – buildings we will pay: <ul style="list-style-type: none">the cost of alternative accommodation for you, your family and your pets;rent which should have been paid to you;ground rent which you have to pay. The most we will pay is £30,000.	
16. Moving Home. If you are selling the home and the buyer has not arranged their own insurance, the buyer will have the benefit of section A – buildings between exchange of contracts or conclusion of missives, and the completion date, providing the buyer completes the purchase. You and the buyer must keep to the terms and conditions of this policy.	Loss or damage: <ul style="list-style-type: none">caused while the home is unoccupied or unfurnished;occurring more than 90 days prior to the completion date.

Policy Cover

Section A – Buildings

continued

Property Care Line

0844 902 0789

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>17. Property Owners Liability.</p> <p>Compensation, legal costs and expenses which you (or if you die your personal representatives) legally have to pay to someone else in respect of accidental:</p> <ul style="list-style-type: none"> • bodily injury; or • loss or damage to property <p>happening during the period of insurance, which arises out of:</p> <p>(a) you owning but not occupying the buildings and their land; or</p> <p>(b) your previous ownership of any private property under Section 3 of the Defective Premises Act 1972.</p> <p>We will also pay your costs and expenses incurred with our written consent in connection with defending such claim.</p> <p>The most we will pay (inclusive of claimants and your legal costs and expenses agreed by us in writing) is £2,000,000.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> • any contract or agreement that says you or your family are liable for something which you or they would not otherwise have been liable for; • the occupation of the buildings; • any business or professional use of the buildings. <p>Liability for:</p> <p>bodily injury to</p> <ul style="list-style-type: none"> – you or your family; – a person employed by you or your family. <p>Damage to property belonging to you or your family or for which you or your family are responsible.</p>
<p>18. Emergency Access.</p> <p>Loss or damage to the buildings caused by a member of the emergency services breaking into the home:</p> <ul style="list-style-type: none"> • to rescue you, your family, lodgers, guests, tenants or employees; • to prevent loss or damage to your home. <p>The most we will pay is £500.</p>	
<p>IMPORTANT NOTE IN RESPECT OF: Paragraph 17 Property Owners Liability</p> <p>If you are both the owner and the occupier of the home insured by this policy, accidents which happen in buildings or on land are, by law, usually the responsibility of the person who lives in the building or on the land, rather than the person who owns the building.</p> <p>If you are the owner and occupier of the buildings, this section does not cover your legal liability as the occupier of the home or its land. You will need to arrange contents insurance which provides occupiers liability cover to make sure you are fully protected.</p>	

Policy Cover

Section A – Buildings Accidental Damage

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>19. Accidental Damage.</p> <p>This cover only applies if you have selected it and it is shown on your schedule.</p> <p>Accidental damage to the buildings.</p>	<p>Any loss or damage which we have indicated that we will not pay for under paragraphs 1-14 of section A – buildings.</p> <p>Damage to:</p> <ul style="list-style-type: none">• Hot tubs.• Jacuzzis. <p>Damage occurring whilst:</p> <ul style="list-style-type: none">• any part of the home is occupied by lodgers, tenants or paying guests;• the home is unoccupied or unfurnished. <p>Damage caused by or arising from:</p> <ul style="list-style-type: none">• structural movement, settlement, shrinkage;• water coming into the home irrespective of how this may have occurred other than as stated under paragraphs 5 and 6 of section A – buildings.

Policy Cover

Section B – Contents

Property Care Line
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Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
Loss or damage to contents which you or your family own or which you or your family are legally responsible for whilst in the home caused by:	<ul style="list-style-type: none"> The excess which is shown on your schedule under all paragraphs of section B – contents except paragraphs 24 and 25. Anything listed under policy exceptions on page 11.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious acts.	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by you, your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished. <p>Any amount over £2,000 for loss or damage to the contents contained in garages or outbuildings at the home.</p>
5. Storm or flood.	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused by rising ground water levels; caused by frost. <p>The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of storm or flood.</p>
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.</p> <p>(b) Domestic heating fuel escaping from any fixed domestic heating installation.</p> <p>We will also pay for loss of metered water or of domestic heating fuel from the home following accidental damage to the fixed water or heating installation.</p> <p>The most we will pay is £1,000.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused while the home is unoccupied or unfurnished; caused by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; caused by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; caused by the inadequacy or absence of appropriate sealant or grout. <p>The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of storm or flood.</p>

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>7. Theft or attempted theft.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by you, your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished; while any part of the home is lent, let, sub-let or shared unless following forcible or violent entry to or exit from the home. <p>Any amount over £2,000 for loss or damage to the contents contained in garages or outbuildings at the home.</p>
<p>8. Collision or impact with:</p> <p>(a) aircraft or other aerial devices or items dropped from them;</p> <p>(b) vehicles or animals;</p> <p>(c) falling trees or branches;</p> <p>(d) lampposts or telegraph poles.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by felling, lopping or topping of your trees.
<p>9. Falling aerals (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the home.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> to the installation.
<p>10. Subsidence or ground heave of the site that the buildings stand on or landslip.</p>	<p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> coastal or river erosion; the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time and by the same cause; the bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion; the action of chemicals or chemical reaction.
THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION	
<p>11. Contents in the Open.</p> <p>Loss or damage to contents in the open.</p> <p>The most we will pay is £500.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused while the home is unoccupied or unfurnished; caused by storm or flood; to pedal cycles.

Policy Cover

Section B – Contents

continued

Property Care Line

0844 902 0789

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>12. Glass, Mirrors and Ceramic Hobs.</p> <p>Accidental breakage of mirrors, fixed glass in furniture or ceramic tops in free-standing cookers while in the home.</p>	<p>Breakage caused:</p> <ul style="list-style-type: none"> while the home is unoccupied or unfurnished; when any part of the home is occupied by lodgers, tenants or paying guests.
<p>13. Audio, Visual and Computer Equipment.</p> <p>Accidental damage:</p> <ul style="list-style-type: none"> to television, audio or video equipment, DVD players, digital boxes, games consoles, or to personal computers, and computer equipment while in the home; to receiving aerials and satellite receiving equipment fixed to the home. 	<p>Damage to:</p> <ul style="list-style-type: none"> tapes, cassettes, cartridges, records or discs of any kind; camcorders, video cameras, digital cameras, hand-held electronic games or toys, mobile phones or telephone equipment, laptops or other computer equipment designed to be portable, satellite navigation systems, computer software, flash drives, memory sticks, and any other portable audio/visual equipment. <p>Loss or damage caused:</p> <ul style="list-style-type: none"> while the home is unoccupied or unfurnished; by computer viruses; when any part of the home is occupied by lodgers, tenants or paying guests. <p>The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.</p>
<p>14. Legally Downloaded Audio/Visual Files.</p> <p>Loss or damage insured by section B – contents paragraphs 1 to 10 to legally downloaded audio/visual files.</p> <p>The most we will pay is £500.</p>	<ul style="list-style-type: none"> any illegally downloaded files or files where proof of purchase cannot be proved; the cost of remaking any film, disc or tape or rewriting any of the information stored.
<p>15. Household Removal.</p> <p>Accidental loss or accidental damage to the contents while they are being moved by professional furniture removers from the home to your new permanent home within the United Kingdom.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers; not reported within 7 days of delivery to a new home; to contents in storage or being moved to or from storage; to high risk items or personal money.

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>16. Contents Temporarily Removed.</p> <p>Loss or damage to contents within the United Kingdom while temporarily away from the home up to a maximum of 90 days caused by:</p> <ul style="list-style-type: none"> • section B – contents paragraphs 1-6 and 8-10; • theft or attempted theft from: <ul style="list-style-type: none"> – a deposit box in a bank; – an occupied private house or flat; – any other building where you or your family work or are temporarily living. <p>The most we will pay is £5,000 except for contents contained in garages or outbuildings when the most we will pay is £2,000.</p>	<p>Loss or damage to contents which is not in a building caused by storm, flood, theft or malicious damage.</p> <p>Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the building.</p> <p>Any claims arising to contents:</p> <ul style="list-style-type: none"> • which have been removed for sale, exhibition or placed in a furniture depository; • taken with you or your family while living and studying away from the home.
<p>17. Students Cover.</p> <p>Loss or damage insured by section B – contents, paragraphs 1–10 to the contents belonging to you or your family while in full time education in the United Kingdom and living and studying away from the home.</p> <p>The most we will pay is £2,500.</p>	<p>Loss or damage caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building.</p>
<p>18. Alternative Accommodation.</p> <p>The cost of alternative accommodation for you, your family and your pets if your home is uninhabitable due to damage insured by section B – contents during the time necessary for the home to be restored to a habitable condition.</p> <p>The most we will pay is £7,500.</p> <p>Following a claim under this section, when your home is uninhabitable, your contents will be covered at both your home and the address of the alternative accommodation. This cover is provided on the understanding that the total amount of your contents does not exceed the limit shown on your schedule.</p>	
<p>19. Loss of Keys.</p> <p>The cost of replacing and fitting the locks and keys of external doors and windows of the home if the keys are accidentally lost or stolen anywhere in the world.</p> <p>The most we will pay is £500.</p>	
<p>20. Title Deeds.</p> <p>The cost of preparing new title deeds to the home following loss or damage insured by section B – contents while in the home or kept with your solicitor, bank or mortgagee for safe keeping.</p> <p>The most we will pay is £1,000.</p>	

Policy Cover

Section B – Contents

continued

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Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>21. Religious festivals, wedding or civil partnerships. We will increase the contents limit under section B – contents by £3,000;</p> <ul style="list-style-type: none"> for one month before and after the religious festival for you or your family to cover gifts and extra food and drink at your home; for one month before and after the wedding or civil partnership of you or your family to cover wedding gifts and extra food and drink at the home, at the reception or in transit between the home and the reception. 	
<p>22. Freezer Contents. Loss or damage to food or drink in any freezer in the home caused by:</p> <ul style="list-style-type: none"> a change in temperature of the freezer; contamination by the escape of refrigerant or refrigerant fumes. <p>The most we will pay is £500.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> by the deliberate act of the supply authority; while the home is unoccupied or unfurnished.
<p>23. Personal Money and Credit Cards. (a) Accidental loss or theft anywhere in the world of personal money belonging to you or your family. The most we will pay is £500. (b) Financial loss following fraudulent use of credit cards belonging to you or your family anywhere in the world. The most we will pay is £500.</p>	<p>(a) Losses caused by error or omissions. Losses or thefts not reported to the Police immediately after discovery. Loss or theft from the home while the home is unoccupied or unfurnished. Loss or theft from the home, unless following forcible or violent entry to or exit from the home. Loss or theft from an unattended road vehicle.</p> <p>(b) Any loss not reported to the issuing company immediately after discovery. Liability following breach of the terms and conditions of use. Any loss as a result of the unauthorised use by you or your family, lodger, guest, tenant or employee.</p>
<p>24. Tenants Cover. Loss or damage to:</p> <p>(a) Fixtures and fittings, greenhouses and sheds installed by you at the home and for which you are responsible;</p> <p>(b) The structure, decorations, fixtures and fittings of the home that you are responsible for as a tenant under a tenancy agreement;</p> <p>insured by section A – buildings paragraphs 1-12 of this policy. The most we will pay is £5,000.</p>	

Policy Cover

Section B – Contents

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>25. Occupiers and Personal Liability.</p> <p>(i) Compensation, legal costs and expenses which you (or if you die your personal representatives) legally have to pay to someone else in respect of accidental:</p> <p>(a) bodily injury; or</p> <p>(b) loss or damage to property;</p> <p>happening during the period of insurance in the:</p> <p>United Kingdom;</p> <p>rest of the world for temporary visits;</p> <p>and which arises out of:</p> <p>(a) you occupying the home including its land; or</p> <p>(b) your acts or omissions as a private individual.</p> <p>We will also pay your costs and expenses incurred with our written consent in connection with defending any such claim.</p> <p>The most we will pay (inclusive of claimants and your legal costs and expenses agreed by us in writing) for any one incident is £2,000,000.</p> <p>(ii) Compensation, legal costs and expenses which you (or if you die your personal representatives) legally have to pay in respect of bodily injury to your domestic employees happening during the period of insurance and arising out of their employment by you.</p> <p>We will also pay your costs and expenses incurred with our written consent in connection with defending any such claim.</p> <p>The most we will pay (inclusive of claimants and your legal costs and expenses agreed by us in writing) for any one incident is £10,000,000.</p>	<p>Liability arising from:</p> <ul style="list-style-type: none">• bodily injury to:<ul style="list-style-type: none">– you or your family; or– a person other than a domestic employee employed by you or your family;• damage to property (other than temporary holiday accommodation) that belongs to or is in the care or control of you or your family;• any contract or agreement that says that you or your family are liable for something which you or they would not otherwise have been liable for;• ownership of any land or building including the home;• an illness or disease you or your family pass onto someone else;• your current or former trade, business, profession or occupation whether or not such liability arises out of a job carried out for reward;• the ownership, custody, control or use of:<ul style="list-style-type: none">– any motorised vehicle;– caravans, horse boxes or trailers;– any form of aircraft (including models) or hovercraft;– watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft);– animals other than domestic pets and horses kept for private hacking;– dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amending legislation;– firearms, except legally-held sporting guns while being used for sporting purposes;• fines, penalties or aggravated, punitive, or exemplary damages.

Section B – Contents Accidental Damage

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>26. Accidental Damage.</p> <p>This cover only applies if you have selected it and it is shown on your schedule.</p> <p>Accidental damage to the contents while in the home.</p>	<p>Any loss or damage which we have indicated that we will not pay for under paragraphs 1-10 of section B – contents.</p> <p>Loss or damage occurring whilst:</p> <ul style="list-style-type: none"> • any part of the home is occupied by lodgers, tenants or paying guests; • the home is unoccupied or unfurnished. <p>Any amount over £1,000 for damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used.</p> <p>Damage to:</p> <ul style="list-style-type: none"> • clothing; • contact lenses; • contents in the open. <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> • water coming into the home irrespective of how this may have occurred other than as stated under paragraphs 5 and 6 of section B – contents.

Policy Cover

Section C – Personal Possessions

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>Theft or accidental loss of or accidental damage to:</p> <ol style="list-style-type: none">1. Unspecified personal possessions;2. Specified personal possessions listed in your schedule; <p>whilst within the United Kingdom or anywhere else in the world for up to 60 days in any one period of insurance which you or your family own or are legally responsible for.</p>	<p>The excess which is shown on your schedule.</p> <p>Anything listed under the policy exceptions.</p> <p>Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked.</p> <p>Any amount over £1,000 in respect of loss of property from an unattended road vehicle.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none">• sports equipment whilst in the course of play or use;• the strings or drum skins of musical instruments;• navigational, audio or communication equipment unless designed to be portable with an independent power supply and means of use. <p>Loss or damage caused by or arising from:</p> <ul style="list-style-type: none">• scratching, denting or chipping;• the cost of remaking any film, disc or tape or the value of any information contained on it;• the cost of recovering any digital information. <p>Loss or damage:</p> <ul style="list-style-type: none">• from the home caused by theft, attempted theft or malicious acts, while the home is left unoccupied or unfurnished;• caused by theft not involving forcible or violent entry or exit from any temporary lodging or room of temporary accommodation for you or your family;• to personal possessions taken with you or your family while living and studying away from the home.

Policy Cover

Section D – Pedal Cycles

Property Care Line

0844 902 0789

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>Theft or accidental loss of or accidental damage to pedal cycles stated in your schedule while within the United Kingdom which you or your family own or are legally responsible for.</p>	<p>The excess which is shown on your schedule.</p> <p>Anything listed under policy exceptions.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">• while the pedal cycle is being used for racing, rallies, pacemaking or trials;• to accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time;• to pedal cycles that are electrically assisted or that have been fitted with any motorised assistance;• to pedal cycles taken with you or your family while living and studying away from the home. <p>Theft of an unattended pedal cycle while outside the boundary of the home, unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure.</p> <p>Loss of value.</p> <p>More than the amount specified in the schedule.</p>

Claims

Sections A-D

How to make a claim

To make a claim for any of the following:

Section A: **Buildings**

Section B: **Contents**

Section C: **Personal Possessions**

Section D: Pedal Cycles

1. Check the policy booklet and **your schedule** to see which sections **you** are covered for.

2. Telephone the **Covéa Insurance Property Care Line** on **0844 902 0789**.

Please have the following information to hand before you telephone Covéa Insurance Property Care Line:

- policy number;
- **home** postcode;
- nature of problem;
- police incident number (if **you** are a victim of theft, malicious damage, vandalism or something is damaged away from the **home**);
- approximate cost to replace/repair the item.

For Online Claims Assistance complete **our** Online Claims Form at www.coveainsurance.co.uk/reportclaim.

We will register the claim from the details **you** provide and tell **you** what to do next.

3. If **you** are a victim of theft, malicious damage, vandalism or something is damaged away from the **home**, tell the police or issuing authority first and request an incident number. It would be helpful if **you** have an approximate cost to replace/repair the item(s) **you** would like to claim for.

4. Do not admit fault if **you** or **your family** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to Covéa Insurance, Norman Place, Reading RG1 8DA.

Covéa Insurance exchanges information with other companies through various databases to help **us** check the information provided and also prevent fraudulent claims.

Please refer to policy conditions as set out on pages 9-10 and policy exceptions on page 11 of this policy booklet. Please also refer to how **we** settle **your** claim sections A-D on this page and pages 27-28.

How we settle your claim under sections A-D

This section details how **we** settle claims under sections A, B, C and D of **your** policy. (sections E, F and G have their own details on pages 38, 44 and 50). The most **we** will pay for any one claim is the amount shown on **your schedule** unless a more specific limit applies.

We will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** policy are stated:

- In the policy conditions which apply to sections A-D on pages 9-10.
- In the policy exceptions that apply to sections A-D on page 11.
- Under **we** will not pay for on pages 12-25.

It is important to ensure that **you** understand the policy conditions and policy exceptions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make.

Section A – Buildings

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

1. Immediately before the incident giving rise to the loss or damage:

- (a) the **buildings** were in a good state of repair and properly maintained;
- (b) the limit shown on **your schedule** was sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the professional fees and additional costs as set in section A – **buildings** paragraph 14.

If **you** do not comply with either of the above **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, make a deduction for wear and tear, refuse to pay **your** claim and/or cancel the policy.

2. The reinstatement or repair is carried out without delay.

If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

Sections A-D

continued

The most **we** will pay in respect of each incident of loss or damage is the **buildings** limit shown on **your schedule** or in the policy.

We treat each individual item of matching sets, suites, **fixtures and fittings** or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

If a wooden, laminate or vinyl floor covering is damaged beyond repair **we** will only pay for the damaged floor covering. **We** will not pay for undamaged floor coverings in adjoining rooms even if they are the same colour or design.

We will automatically reinstate the policy limits following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

Section B – Contents

We will decide whether to settle a claim by either repairing or replacing property or, if **we** cannot repair or replace the property **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

An amount for wear, tear and depreciation will be deducted for clothing and linen.

If at the time of the loss or damage the limit for **contents** shown on **your schedule** is not adequate to replace all the **contents** as new after allowing for wear, tear and depreciation for clothing and linen, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, refuse to pay **your** claim and/or cancel the policy.

The most **we** will pay is the **contents** limit or any other limit shown in **your schedule** or in the policy.

The most **we** will pay for **high risk items** in total and for an individual item, set or collection are shown in **your schedule**.

We will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.

The values of some of **your high risk items**, in particular jewellery, are likely to change considerably. **We** recommend that **you** have the values of these items checked regularly and should the values change, **you** must tell **us** or **your** intermediary straight away.

We treat each individual item of matching sets, suites, **high risk items** or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

If a carpet is damaged beyond repair **we** will only pay for the damaged carpet. **We** will not pay for undamaged carpets in adjoining rooms even if they are the same colour or design.

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

Section C – Personal Possessions

We will decide whether to settle a claim by either repairing or replacing property, or, if **we** cannot repair or replace the property **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

We will require proof of ownership and value predating the loss or damage for items over £2,500. If **you** are unable to provide this information **we** may choose to reduce **your** claim payment or refuse to pay **your** claim.

The values of some of **your personal possessions**, in particular jewellery, are likely to change considerably. **We** recommend that **you** have the values of these items checked regularly and should the values change, **you** must tell **us** or **your** intermediary straight away.

An amount for wear, tear and depreciation will be deducted for clothing.

The most **we** will pay in respect of any one claim:

- for any one item, set or pair of unspecified **personal possessions** is £1,500 unless shown as otherwise on **your schedule**;

Claims

Sections A-D

continued

- for any **personal possession** specified individually is the sum insured shown on **your schedule**;
- for loss of property from an unattended road vehicle is £1,000;
- the total limit shown in **your schedule**.

If at the time of the loss or damage the limit for unspecified and/or specified **personal possessions** shown on **your schedule** is not adequate to replace all the **personal possessions** as new after allowing for wear, tear and depreciation for clothing, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance, refuse to pay **your** claim and/or cancel the policy.

We treat each individual item of matching sets, suites or other articles of a similar nature, design or colour, as a single item. **We** will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. **We** will not pay for this loss in value under this policy.

We will automatically reinstate the sum insured from the date of payment of any claim for any items not individually specified.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** intermediary.

Section D – Pedal Cycles

We will decide whether to settle a claim by either repairing or replacing the cycle. Alternatively, if **we** cannot repair or replace the property **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

The most **we** will pay in respect of any one pedal cycle is the amount shown on **your schedule**.

If at the time of the loss or damage the limit for the pedal cycle(s) shown on **your schedule** is not adequate to replace the pedal cycle(s) as new, **we** may choose to reduce **your** claim in direct proportion to the amount of underinsurance or refuse to pay **your** claim.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** intermediary.

Policy Cover

Legal Protection Helpline

0844 902 0761

Section E – Legal Protection

Your schedule shows if this section applies to your policy.

Cover under this section is arranged by FirstAssist Insurance Services Limited.

Meaning of Words – Section E

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Sections A-D, F and G have their own Meaning of Words and appear in the relevant section of the policy.

The words set out below have meanings that only apply to this section of the policy.

any one claim

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

appointed representative

The solicitor, **our** Employment Advocacy Service or other suitably qualified person who has been appointed by **us** to act for an **insured person** in accordance with the terms of this section.

costs and expenses

(a) Legal Costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

(b) Opponents' Costs

We will also pay the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

court

A court, tribunal or other competent authority.

equipment

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer.

family

Your spouse or domestic partner and children (including adopted and foster children) and any other relatives who normally live with **you** at **your home**.

home

The private dwelling and its garage(s) and permanent outbuildings all at the address shown on **your** schedule and used for domestic purposes only.

insured person

You and any member of **your family**. Anyone claiming under this section must have **your** agreement to claim.

insurer

Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

legal proceedings

The pursuit or defence of legal disputes, excluding non-contentious matters.

limit of indemnity

During any one **period of insurance** the maximum liability of the **insurer** shall not exceed £50,000 for **any one claim** and £250,000 in aggregate.

period of insurance

The period shown in the schedule or any subsequent period for which **you** have paid or have agreed to pay and the **insurer** has accepted or has agreed to accept the premium.

small claims track limit

The current limits set by the **court** for which a claim may be allocated to the small claims track.

territorial limits

For insured incidents, 2. Contract Disputes and 3. Bodily Injury:

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

For all other insured incidents:

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

we, us or our

FirstAssist Insurance Services Limited (FirstAssist), which arranges and administers the insurance on the **insurer's** behalf.

you or your

The person(s) named as the **insured person** in the schedule.

Policy Cover

Section E – Legal Protection

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>This section covers the insured person.</p> <p>The insurer will indemnify the insured person up to the limit of indemnity in respect of costs and expenses which arise from legal proceedings that:</p> <ol style="list-style-type: none"> 1. are notified to us during the period of insurance; and 2. are made by or brought against the insured person within the jurisdiction of a court within the territorial limits; <p>in respect of:</p>	
<p>1. Employment Disputes</p> <p>the pursuit of any legal proceedings in an Employment Tribunal against the insured person's employer arising from the insured person's contract of employment.</p> <p>Provided that as soon as you knew about the dispute you took, and followed legal advice from us.</p>	<p>The insurer will not be liable for any claim brought heard or transferred outside the jurisdiction of the Employment Tribunal.</p>
<p>2. Contract Disputes</p> <p>the pursuit or defence of legal proceedings arising from an insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person's has entered into for:</p> <p>(i) the buying or hiring of any goods or services;</p> <p>or</p> <p>(ii) the selling of any goods</p> <p>Provided that:</p> <ul style="list-style-type: none"> • the insured person's has entered into the agreement or alleged agreement during the period of insurance; and • the amount in dispute is more than £100. 	<p>A claim relating to:</p> <ul style="list-style-type: none"> • a contract regarding an insured person's trade, profession, employment or any business venture; • construction work on any land, or designing, converting, altering, renovating, extending or demolishing any building where the contract value exceeds £5,000 (including VAT); • a contract involving a motor vehicle; • the settlement payable under an insurance policy (we will negotiate if your insurer refuses your claim, but not for a dispute over the amount of the claim); • a dispute arising from any loan, mortgage, pension, investment or borrowing.
<p>3. Bodily Injury</p> <p>the pursuit of any civil legal proceedings arising from the death of, or bodily injury to, the insured person.</p>	<p>A claim relating to:</p> <ul style="list-style-type: none"> • any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; • defending an insured person's legal rights, but defending a counter-claim is covered.

Section E – Legal Protection

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>4. Property Protection</p> <p>the pursuit of defence of any dispute arising from:</p> <p>(a) The alleged infringement by the insured person of the legal rights of another person arising out of the rightful occupation or ownership by the insured person of the insured person's home or</p> <p>(b) The infringement by another person of the insured person's legal rights of arising out of the rightful occupation or ownership by the insured person of the insured person's home;</p> <p>provided that:</p> <ul style="list-style-type: none"> the insured person has suffered or could suffer a financial loss if legal proceedings are not pursued or defended; the insured person agrees to use alternative dispute resolution to attempt to settle any dispute, if we consider it to be appropriate; the amount in dispute is more than £100. 	<p>(i) A claim relating to:</p> <ul style="list-style-type: none"> a contract entered into by an insured person; any building or land other than your principal home; someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person's material property by any government or public or local authority, unless the claim is for accidental physical damage; work done by any government or public or local authority, unless the claim is for accidental physical damage; a motor vehicle owned or used by, or hired or leased to, an insured person; mining subsidence. <p>(ii) Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.</p> <p>The first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.</p>

Policy Conditions

Section E – Legal Protection

Your schedule shows if this section applies to your policy.

You must comply with these conditions. They control the operation of the policy cover for Section E.

Sections A-D, F and G have their own Policy Conditions which are detailed on pages 9-10, 42 and 49.

General Conditions

1. Due observance

The due observance of and compliance with the terms, provisions and conditions of this policy, insofar as they relate to anything to be done or complied with by the **insured person**, shall be conditions precedent to any liability of the **insurer** to make any payment hereunder.

2. Reasonable care

The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this insurance.

3. Cancellation

This section remains in force whilst **you** hold sections A and/or B of the Covéa Insurance Profile policy. In the event that **you** cease to hold sections A or B, this section will terminate immediately.

4. Arbitration

Any dispute between the **insured person** and the **insurer** in respect of this insurance may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or, failing agreement, one who is nominated by the president of the appropriate law society or by the bar council or appropriate professional body within the **territorial limits**.

All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the **insurer** the **insured person's** costs shall not be recoverable under the policy.

This procedure does not prejudice any right of the **insured person** to have recourse to any other complaints procedure to which the **insurer** subscribes or to the courts.

5. Renewal

If **we** are willing to continue to provide cover and **we** advise the **insured person** beforehand of **our** renewal terms, the **insured person** authorises **us** to renew this policy and any subsequent policy on expiry in accordance with **our** renewal terms at that time, unless the **insured person** advises **us** otherwise before the renewal date.

Claims Settlement Conditions

1. Notification of claims

We must be notified in writing immediately the **insured person** is aware of any event which has given or may give rise to **legal proceedings** involving the **insured person**. **We** will send a claim form which the **insured person** must then complete and return as soon as possible enclosing any relevant documents. If the **insured person** fails to notify **us** of such an event during the **period of insurance** any claim arising from that event will not be admitted.

This should be sent to FirstAssist Insurance Services Ltd, Marshall's Court, Marshall's Road, Sutton, Surrey, SM1 4DU.

2. Consent Precedent to Insurer's Liability

Our consent to pay **costs and expenses** must be obtained in writing. **Costs and expenses** incurred before such consent is given will not be covered. Consent will be given if the **insured person** can satisfy **us** that:

(i) there are reasonable prospects of successfully pursuing or defending the **legal proceedings**;

and

(ii) it is reasonable in all the specific circumstances of the case for **costs and expenses** to be provided.

In circumstances where **we** have chosen a representative to act on the **insured person's** behalf **we** will pay **costs and expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy.

Where the **insured person** has chosen their own representative any **costs and expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of the **insured person's appointed representative** as well as that of **our** own advisers. **We** may require, at the **insured person's** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted the **insured person's** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If the **insured person** decides to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 2i) and is successful, **we** will pay **costs and expenses** as if **we** had given **our** consent in the first instance.

Section E – Legal Protection

continued

3. Minimising claims or legal proceedings

The **insured person** must take all reasonable measures to minimise the cost of **legal proceedings**.

4. Conduct of Legal Proceedings

(a) Choice of Appointed Representative

- (i) In respect of any claims which, if they were to proceed to a hearing, would be heard in the Employment Tribunal, then:

The **insured person** must use our approved consultant as the **appointed representative**.

- (ii) In respect of all other claims covered by the policy: Where Court papers have been issued (or received), or where there is a conflict of interest, the **insured person** is free to choose a suitably qualified **appointed representative**.

In selecting the **appointed representative** the **insured person** shall have a duty to minimise the cost of **legal proceedings**.

We may choose not to accept a representative chosen by the **insured person**. If this occurs **we** will explain why. If there is a disagreement over the choice of representative in these circumstances, the **insured person** may choose another suitably qualified person and submit the name of that person to **us** for consideration.

In all circumstances except those described in 4 a) (ii) above, **we** shall choose a representative to act on the **insured person's** behalf.

If the **insured person's** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. **We** will not pay the **insured person's** choice of representative more than **we** would pay **our** own choice of representative.

Any representative is appointed in the **insured person's** name to act for the **insured person**.

- (iii) In the period before **we** agree that **legal proceedings** are necessary **we** reserve the right to seek to obtain a settlement on the **insured person's** behalf. The settlement will be subject to the **insured person's** agreement, which the **insured person** will not unreasonably refuse.

(b) Action we may take

We may take over and continue in the **insured person's** name all legal action in any of the following circumstances:

- if the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the small claims court;
- if the **insured person** takes legal action against someone or defends a case without our agreement, or in a different way from that advised by the **appointed representative**;
- if the **insured person** does not give proper instructions to the **appointed representative** or barrister in time;
- if the **insured person** causes a delay and the **appointed representative** thinks it will harm the **insured person's** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle the dispute. The **insured person** must agree to a settlement which is reasonable.

(c) All information to be given to the appointed representative

The **insured person** must give the **appointed representative** all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured person's** possession. The **insured person** must obtain or execute all documents as necessary and attend any meetings or conferences when requested.

(d) Access to the appointed representative

We are entitled to obtain from the **insured person's** **appointed representative** any information, document or advice, whether or not privileged, relating to a claim under this policy. On **our** request, the **insured person** will give any instructions necessary to ensure such access.

(e) Instruction of counsel or appointment of expert witnesses

If the **appointed representative** wishes to instruct counsel or appoint expert witnesses, **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

(f) Appeal procedure

If the **insured person** wishes to appeal against a court's decision, **we** will give **our** agreement if all of the following apply:

- the **insured person** must tell us of the wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- the appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 above.
- this application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal.
- the appeal complies with the requirements of Claims Settlement Condition 2 in the same way as the initial claim for **costs and expenses**.

Policy Conditions

Section E – Legal Protection

continued

- **we** think the **insured person** has a reasonable chance of winning the appeal and achieving a reasonable outcome.
- the **insured person** must give **us** the reasons for bringing the appeal.

We must agree to support the appeal. If **we** so require the **insured person** must co-operate in an appeal against the judgment of a **court**.

(g) Withdrawal by the insured person

If the **insured person** withdraws from the **legal proceedings** or stops the action without **our** permission, unless the **insured person** has done this on the written advice of the **appointed representative**, the **insured person** must pay all **costs and expenses** arising before the date of the withdrawal or stopping or those which arise because the action is withdrawn or stopped.

(h) Offer of settlement

The **insured person** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received, including a payment into **court**. The **insured person** must not offer to enter or enter into any agreement to settle without **our** prior written consent.

Any such agreement must take into account the **insurer's** interest in the recovery of costs.

If the **insured person** unreasonably withholds agreement to a settlement **we** reserve the right to withdraw **our** support.

(i) Payment of legal expenses

All bills relating to any **legal proceedings** which the **insured person** receives from the **appointed representative** should be forwarded to **us** without delay.

Bills must be certified by the **insured person** to the effect that the charges have been properly incurred and that **we** are authorised to settle on the **insured person's** behalf gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the **insured person** must ask the **appointed representative** to submit the bill of costs for taxation by the **court** or certification by the law society in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of any **costs and expenses** does not imply that all **costs and expenses** will be paid. If the **insured person** is in doubt **we** should be consulted. The **insured person** must not without **our** written consent enter into any agreement with the **appointed representative** as to payment of **costs and expenses**.

(j) Recovery of costs and expenses

The **insured person** through the **appointed representative** shall be responsible for the repayment to the insurer of any award of costs in favour of the **insured person** or any costs agreed to be paid to the **insured person** as part of any settlement.

If the **insurer** pays **costs and expenses** up to the policy limit and the **insured person** pays more **costs and expenses** to end the case, the **insured person** will share with the **insurer** any **costs and expenses** that are recovered. The **insurer** and the **insured person** will each receive the same percentage as was paid.

Section E – Legal Protection

These are the events and liabilities **we** do not cover under section E.

1. Any claim reported to **us** more than 180 days after the **insured person** should have known about the insured incident.
2. Any incident or matter arising before the start of the cover provided by this section.
3. **Costs and expenses** incurred before **we** have given **our** written consent.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a **court** or other authority.
5. Any insured incident intentionally brought about by an **insured person**.
6. Any legal action an **insured person** takes which **we** or the representative have not agreed to, or where an **insured person** does anything that hinders **us** or the representative.
7. Any claim relating to an **insured person's** alleged dishonesty, fraud, malicious conduct or alleged violent behaviour.
8. Any **legal proceedings** between:
 - (i) **you** and any members of **your family**;
 - (ii) any members of **your family**.
9. Any **legal proceedings** between the **insured person** and the **insured person's** spouse, partner or former spouse or partner including any dispute relating to the custody of children.
10. Any **legal proceedings** brought or transferred outside the **territorial limits**.
11. Any **legal proceedings** where a reasonable estimate of any **costs and expenses** to be paid would exceed a realistic valuation of the **insured person's** claim.
12. Any matter arising from, or relating to any business or trading activity or venture for gain undertaken by the **insured person** including but not limited to any personal guarantee (whether for gain or not) or investment in unlisted companies. Notwithstanding the provisions of this exclusion the **insurer** will indemnify the **insured person** in respect of **costs and expenses** incurred in the pursuit of **legal proceedings** arising from the **insured person's** contract of employment subject other wise to the terms and conditions of this policy.
13. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
14. The defence of any **legal proceedings** arising from or relating to the **insured person's** liability in their capacity as a director or officer of any company.
15. Any **legal proceedings** where the **insured person** is indemnified by or entitled to be indemnified by:
 - (i) any other insurance policy; or
 - (ii) any policy which the **insured person** is required to hold by law.
16. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
17. Notwithstanding Policy conditions 4 – Arbitration a dispute with Covea Insurance plc, **us** or the **insurer** unless the dispute falls.
18. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interests.
19. An application for judicial review.
20. Any **costs or expenses** arising directly or indirectly from:
 - (i) **equipment** failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
 - (ii) computer viruses, including any program or software which prevents any operation system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.

Customer Information

Section E – Legal Protection

Law Applicable to the Contract

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by the policyholder and agreed by **us**, the law applying to this insurance contract will be the Law of England & Wales.

Registration and Regulatory Information

This insurance cover is issued in the United Kingdom by FirstAssist Insurance Services Limited, and underwritten by Great Lakes Reinsurance (UK) PLC.

FirstAssist Insurance Services Limited is registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462. Registered office at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

FirstAssist Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Its Firm Reference Number is 310671.

Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its Firm Reference Number is 202715.

You can check a firm's regulatory authorisation and supervision on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

FSCS Information

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies.

Further information can be obtained from the Financial Services Compensation Scheme (www.fscs.org.uk) or by contacting the FSCS at 7th Floor, Lloyd's Chambers, Portoken Street, London E1 8BN or by calling 0207 892 7300.

Complaints Procedure

As a customer of FirstAssist, **you** have the right to expect the best possible service and support. If **we** have not delivered the service that **you** expect or **you** are concerned with the service provided, **we** would like the opportunity to put things right.

Our complaints process

In **our** experience many problems can be resolved by speaking to the staff directly responsible for the handling of **your** policy or claim. They will do their best to address the problem and in **our** experience most issues can be resolved satisfactorily at this stage.

When **you** contact **us** **we** promise to;

- fully investigate your complaint
- keep **you** informed of progress
- do everything possible to resolve **your** complaint
- learn from **our** mistakes
- use the information from **your** complaint to proactively improve **our** service in the future.

If **your** complaint is not resolved or if **you** are unhappy with **our** response, then **you** can progress your complaint with **our** Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by **us** issuing a final response letter. **We** will issue **our** final response within eight weeks of **your** original complaint. If it is not possible to issue **our** response within this timescale **we** will write to **you** explaining why.

Customer Relations Office

FirstAssist Insurance Services Limited
Marshall's Court, Marshall's Road
Sutton, Surrey SM1 4DU
Telephone: 0845 070 5944
Fax: 0845 070 5945
Email: corporate.info@firstassistinsurance.co.uk

What to do if you are still not satisfied

If **you** are still not satisfied with **our** response then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within 6 months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in **our** final response.

Financial Ombudsman Service

(Insurance Division)
South Quay Plaza, 183 Marsh Wall
London E14 9SR
Telephone: 0800 023 4567
Email: complaints.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Section E – Legal Protection

continued

Your rights

We must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if **you** are a private policyholder, an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Data Protection Notice – How we protect your personal data

Introduction

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give us. If **you** apply for **our** products and/or services it is highly likely that **we** will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person covered under **your** insurance policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

The Data Controller

The Data Controller will be FirstAssist Insurance Services Limited.

Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** (which may include other companies within the FirstAssist Group) or **our** agents. **Your** personal & sensitive data may also be shared with the underwriter of **our** insurance products.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **our** behalf. Some of these

companies may be based outside Europe in countries which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

If **you** believe that we are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will be happy to correct any errors.

Telephone calls

Please note that for **our** mutual protection telephone calls to FirstAssist may be monitored and/or recorded.

Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if **you** give us false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases 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;
 - Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
 - Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases **we** access or contribute to.

Customer Satisfaction Surveys

We aim to continuously improve the services **we** offer to **our** customers. Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about **you** in connection with them. Surveys will usually be carried out by FirstAssist but in some circumstances **we** will use an external firm. Your participation in such a survey is entirely optional but **your** help and feedback would be appreciated.

Marketing

We would like to keep you informed (by telephone, post or email) of selected products and services available from **us** and **our** carefully chosen suppliers. If **you** would prefer not to receive this information, please let **us** know when **you** call or write.

Claims

Section E – Legal Protection

How to make a claim under section E – Legal Protection

To make a claim under this section **you** must:

1. Immediately telephone FirstAssist on 0844 902 0761 and provide them with **your** scheme reference code 70526.
2. FirstAssist may send **you** a Claims Form for completion. This should be returned with any relevant supporting documentation to:

FirstAssist Insurance Services Limited, Marshall's Court,
Marshall's Road, Sutton, Surrey SM1 4DU.

Email: personal.claims@firstassist.co.uk

3. On receipt of the Claims Form FirstAssist will contact **you** and inform **you** of the next steps to take.

NB: FirstAssist will not pay any legal costs which have been incurred without their consent. FirstAssist will nominate a representative on **your** behalf.

Section F – Home Emergency

Your schedule shows if this section applies to your Policy.

Registration and Regulatory Information

Cover under this section is managed by **AXA Assistance (UK) Ltd** and underwritten by Inter Partner Assistance S.A. ('**IPA**').

AXA Assistance (UK) Ltd is registered in England and Wales No. 02638890. Registered office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Inter Partner Assistance S.A. ('**IPA**') is located at The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority. Its Firm Reference Number is 439069.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance S.A. ('**IPA**') which is a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of **IPA's** regulation by the Financial Conduct Authority are available from **IPA** on request. In the UK, **IPA** is listed on the Financial Services Register under Firm Reference Number 202664.

You can check a firm's regulatory authorisation and supervision on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Ltd manage the services and benefits described in this section of the policy during the **period of insurance** for which **you** have paid the premium.

Meaning of Words – Section F

The words set out below have meanings that only apply to this section of the policy.

Section A-D, E and G have their own meaning of words and appear in the relevant section of the policy.

approved contractor

A tradesperson authorised in advance by **AXA Assistance (UK) Ltd** to carry out repairs.

emergency

The result of a sudden and unforeseen incident at the **property** which immediately:

1. exposes the **insured** or a third party to a risk to their health; or

2. creates a risk of loss of or damage to the **property** and/or any of **your** belongings; or

3. renders the **property** uninhabitable.

This definition shall include damage to or breakdown of the **essential services** to the **property**.

emergency repairs

Work undertaken by an **approved contractor** to resolve the **emergency** by completing a **temporary repair**.

essential services

Mains drainage to the boundary of the **property**, water, electricity and gas within the **property** and the main source of heating where no alternative exists and the service is immediately necessary to prevent an **emergency**.

AXA Assistance (UK) Ltd

AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

insured, you or your

The policyholder and/or any member of the policyholder's family normally living at the **property**.

IPA, we, us and our

Inter Partner Assistance S.A., which is a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group, located at The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

period of insurance

From the commencement date for the period for which the premium has been paid.

permanent repair

Repairs and/or work required to put right the damage caused to the **property** by the **emergency**.

property

Your principle permanent place of residence, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

temporary repair

The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

Policy Cover

Section F – Home Emergency

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>1. The following emergency incidents:</p> <ul style="list-style-type: none"> plumbing problems related to leaking pipes, blocked drains or leaking radiators; blockages in toilet waste pipes; sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather; broken or damaged door locks presenting a security risk to the property or preventing you from gaining access to the property; gas or electricity failure within the property; central heating or boiler failure; hot water failure. <p>2. Domestic emergency</p> <p>If you suffer an emergency at your property you should tell us on the emergency telephone number 0844 902 0763.</p> <p>We will then:</p> <p>(a) advise you how to protect yourself and the property immediately;</p> <p>(b) organise and pay up to £500 including VAT, call out, labour, parts and materials to carry out an emergency repair or, if at a similar expense, a permanent repair.</p>	<ul style="list-style-type: none"> any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement of cylinders, tanks, radiators and sanitary ware; burst or leaking flexible hoses which can be isolated or leaking washing appliances; external water supply pipes; failure of the boiler or the heating occurring in the months of May to August inclusive; failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding twelve months. You may be asked to produce evidence of this at the time of making a claim; boilers over 15 years old; replacement of light bulbs and fuses in plugs; descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by aggressive water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation; breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment; damage to boundary walls, hedges, fences or gates; LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kw/hr; electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems; septic tanks.

Section F – Home Emergency

Cancellation Rights

1. If this cover does not meet **your** requirements, please return all **your** documents within 14 days of receipt and providing no claims have been made **we** will refund **your** premium in full.
2. **We** may cancel this section of the policy by giving **you** at least 7 days' notice at **your** last known address. If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual cover.

Parts Availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

A Promise of Service

We wish to provide **you** with a high standard of service.

Very occasionally **we** receive complaints which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction.

Complaints Procedure

You can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone 01737 815913.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR, UK. Or you can phone 0800 023 4567 or 0300 123 9123.

These procedures do not affect your right to take legal action.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should the firm not be able to meet its liabilities. Further information can be obtained from either **AXA Assistance (UK) Ltd** or on www.fscs.org.uk

Policy Conditions

Section F – Home Emergency

These conditions control the operation of the policy cover for section F.

1. No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person calling on **your** behalf through the 24-hour claims services telephone number provided and have authorised an **approved contractor** in advance.
2. **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the **approved contractor** or **our** other nominated agent.
3. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
4. This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**.
5. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.
6. This certificate is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

Policy Exceptions

Section F – Home Emergency

Home Emergency Helpline
0844 902 0763

These are the events and liabilities **we** do not cover under section F.

1. Loss or damage which was apparent or known to **you**.
2. The cost of replacement parts due to natural wear and tear or any loss or damage arising there from.
3. Loss or damage, however caused, to personal items like paintings, electrical goods, jewellery, clothing etc.
4. Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or **property** of the utility company.
5. Any cost relating to the attempted repair by **you** or **your** own contractor.
6. Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
7. Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
8. Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
9. Any loss or damage arising as a consequence of:
 - (i) war, invasion, act of foreign enemies, terrorism, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbances;
 - (ii) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
10. Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

Claims

Section F – Home Emergency

Emergency Helpline
0844 902 0763

How to make a claim under section F – Home Emergency

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

To obtain **emergency** assistance contact the 24-hour **Emergency Helpline** on: **0844 902 0763**

You should have the following information available upon request:

- **your** home postcode
- **your** policy number
- an indication as to the nature of the problem.

How your claim is settled under section F – Home Emergency

If **you** require assistance in sourcing a tradesman in relation to a matter that is not covered by this insurance, **we** will try to help **you**. **You** will, however, be responsible for paying all of the tradesman's costs.

Data Protection

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

Policy Cover

Section G – Pest Cover

Home Emergency Helpline
0844 902 0763

Your schedule shows if this section applies to **your** policy.

Registration and Regulatory Information

Cover under this section is managed by AXA Assistance (UK) Ltd and underwritten by Inter Partner Assistance S.A. ('IPA').

AXA Assistance (UK) Ltd is registered in England and Wales No. 02638890. Registered office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Inter Partner Assistance S.A. is located at The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR.

AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority. Its Firm Reference Number is 439069.

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance S.A. ('IPA') which is a wholly owned subsidiary of AXA Assistance S.A. and part of the worldwide AXA Group. Inter Partner Assistance S.A. is authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. In the UK, IPA is listed on the Financial Services Register under Firm Reference Number 202664.

You can check this by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Definitions

Wherever the following words or expressions appear in bold type, they have the meaning given to them below.

Sections A-D, E and F have their own meanings of words (Definitions) and appear in the relevant section of the policy.

contractor

A qualified person approved and instructed by us to carry out work for **you**.

contractor's charges

The cost of the **contractor's** call-out charge, labour charges, parts and materials in repairing, rectifying, limiting or preventing damage to the **home**.

emergency or emergencies

A sudden and unforeseen infestation of **your home** by **pests** that if not dealt with quickly will:

- (a) cause risk to **your** health and/or damage to **your home**;
- (b) make the **home** uninhabitable;

- (c) in respect of clothes moths, cause further damage to the contents of the **home**.

The **emergency** must happen at least 14 days after the start of the **first period of insurance**.

The **insurer** will treat all **emergencies** linked by cause or time as one **emergency**.

first period of insurance

The first period of this insurance which has remained continuously in force.

geographical limits

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

helpline

The helpline operated by **us**.

home

Your principal private residence within the **geographical limits**, including cellars and adjoining outbuildings. Where the **emergency** relates to wasps' and hornets' nests, gardens are included.

insurer

Inter Partner Assistance S.A.

limit of cover

The maximum amount the **insurer** will pay in respect of any one claim arising from an **emergency** is £150.

period of insurance

12 calendar months from the start date set out in **your** schedule.

pest(s)

- (a) wasps' and/or hornets' nests;
- (b) rats;
- (c) mice;
- (d) clothes moths.

we, us or our

AXA Assistance (UK) Ltd, acting on behalf of the **insurer** to manage this insurance.

you or your

The policyholder named in the schedule.

Policy Cover

Section G – Pest Cover

continued

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>The insurer will pay the contractor's charges up to the limit of cover in dealing with the professional extermination and/or control of pests in the event of an emergency.</p>	<p>The insurer will not pay for claims arising directly or indirectly from or relating to:</p> <ul style="list-style-type: none"> (a) an event which is not an emergency; (b) any decorative or cosmetic part of any equipment; (c) your own negligence or deliberate act; (d) food, drinks, telephone calls or other incidental expenses; (e) the home being left unoccupied for 30 consecutive days or more; (f) the interruption or disconnection of utility services to the home, however caused, or the failure or breakdown of the electricity or water or gas supply or gas leaks; (g) loss or damage to any property as a consequence of a claim; (h) malfunction to any computer software or operating systems; (i) charges which are more specifically insured or any amount that you cannot recover from a more specific insurance because the insurer refuses the claim; (j) charges arising from your failure to comply with a reasonable request from us or our agent, concerning the assistance being provided to you; (k) loss or damage which was apparent or known to you; (l) your failure to follow recommendations made by us or by the contractor on pest prevention and hygiene measures; (m) charges we have not approved or authorised as to amount and purposes; (n) call-out charges if there is no-one at the home when the contractor arrives; (o) charges where we have not been notified promptly of the emergency prior to expenses being incurred and the insurer has incurred extra expense as a result of your failure; (p) charges where having contacted us you arrange for work to be carried out by other means; (q) fraud or where false information has been provided to us; (r) ionising radiations or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

Policy Cover

Section G – Pest Cover *continued*

Pest Cover Helpline
0844 902 0765

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
	<ul style="list-style-type: none">(s) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or any nuclear component;(t) war, terrorism, piracy, riot, revolution or other similar event;(u) any software, stored program, computer, device or system failing (or partly failing) because of a date-based event;(v) confiscation, nationalisation, compulsory purchase, requisition, destruction of or controls placed on or damage to property by or under the order of any government or public or local authority;(w) pollution or contamination of any kind.

Customer Information

Section G – Pest Cover

Customer Satisfaction

You can write to the Customer Relations Manager, who will arrange an investigation on behalf of the General Manager, at: Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR, UK or telephone 01737 815913.

If it is impossible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service by writing to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR, UK. Or you can phone 0800 023 4567 or 0300 123 9123.

These procedures do not affect your right to take legal action.

Policy Conditions

Section G – Pest Cover

Pest Cover Helpline

0844 902 0765

Conditions that apply to this section of the Policy.

These conditions control the operation of the policy cover for section G.

1. Your Duties

You must:

- (a) take reasonable care of and maintain the **home** and its equipment in good order and take all reasonable steps to prevent loss or damage;
- (b) co-operate with **us** at all times and provide us with all information that **we** request from **you**.

The **insurer** may take proceedings at its own expense in **your** name to recover any money paid under this insurance.

If **you** fail to comply with these conditions, the **insurer** may refuse to pay any claim or part of a claim arising as a result of **your** failure.

2. Premium

The policyholder named in the schedule must have paid the relevant premium and have been declared to **us** as having done so.

3. Waiver

If **we** or the **insurer** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

4. Transferring your Rights

You cannot transfer **your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

5. Cancellation

You or the **insurer** can cancel this policy by giving 14 days' notice in writing to the other. If **we** cancel, **you** may be entitled to a pro rata refund of the premium, so long as **you** have not made a claim.

6. Notices

We may send notices and letters on behalf of the **insurer** to the address set out in the policy schedule. **Our** address is set out in the Customer Satisfaction section on the previous page and notices and letters will be accepted on behalf of the **insurer** at that address.

7. The Law that Applies

You and the **insurer** can choose the law that applies to this policy. The **insurer** proposes that English Law applies. Unless **you** and the **insurer** agree otherwise, English Law will apply to this policy.

Claims

Section G – Pest Cover

Emergency Helpline
0844 902 0765

How to make a claim under section G – Pest Cover

Telephone the **helpline** on **0844 902 0765** quoting reference Covéa Insurance Pest Cover and provide details of the problem. To ensure an accurate record, **your** telephone conversation will be recorded.

All requests for assistance must be made to the helpline and not to the **contractor** direct, otherwise the claim will not be covered.

The **helpline** will discuss with **you** the assistance **you** require and obtain a suitable **contractor**, provided that the work is not prevented by any of the following:

- (a) adverse weather conditions;
- (b) industrial disputes (official or otherwise);
- (c) failure of the public transport system, including the road and railway networks and repairs to them; or
- (d) other circumstances preventing access to the **home** or making it impractical to carry out the necessary work.

How your claim is settled for section G – Pest Cover

The **helpline** and the **contractor** will have reasonable discretion as to when and how work is undertaken.

An incident which could result in serious property damage or personal injury should be notified immediately to the appropriate utility supplier and/or the emergency services.

If **you** have followed the correct claims procedure above, the **contractor** will charge the cost of all work covered by this insurance directly to **us**.

Covea Insurance plc

Norman Place

Reading

RG1 8DA

Telephone: 0844 902 1000

Fax: 0118 955 2211

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Covea Insurance plc

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