



Your Policy Booklet

What is and isn't included in your policy

Important: Please read and keep safe.

24hr Home Insurance Claims helpline

Policy helpline (8.30am to 6pm Mon - Fri)

24hr Legal helpline

24hr Home Emergency Cover helpline*

 **0800 414 8556**

 **0800 414 8556**

 **0333 000 7875**

 **0333 000 7970**

*(Quoting: 504952, if you have selected this level of cover only)

About your policy

1. An insurance **policy** is a legal document and is evidence of a contract of insurance. The Benenden Home Insurance **policy** underwritten by UIA Mutual is in three essential parts: the **policy** booklet, the **policy schedule** and **the statement of facts**.
2. Please read the **policy** booklet and schedule together. The **policy** booklet sets out the normal basis on which we provide the insurance.
3. The schedule makes the **policy** unique to you and sets out the details of what and who is insured. Any variations in the insurance are shown on the schedule.
4. Keep all of your insurance documents in a safe place. Whenever you receive a new schedule or there is a **policy** amendment, keep the new document with the **policy**. You do not need to keep old schedules.
5. Please ensure that the **policy** meets your requirements. Should you have any queries please telephone one of our Customer Experience Associates, who will be pleased to assist you.
6. You are entitled to receive a copy of the information we hold about you. If you have any questions or you would like to find out more about this notice you can write to the Data Protection Officer at Benenden Home Insurance, Kings Court, Stevenage, Hertfordshire, SG1 2TP or telephone 0800 414 8556. In addition, we recommend that you retain items such as receipts, valuations, photographs, instruction booklets and guarantee cards for all major purchases, in order to assist you in proving any loss.

If you decide that you do not wish to accept this policy, please return it within 14 days of receipt and, provided that no claims have been made, we will refund the premium.



Home Insurance Policy

How to amend or check your policy

Policy Helpline 0800 414 8556

Helpline is open 8.30am to 6.00pm
Monday to Friday.

Questions about your policy

Your policy schedule shows the cover that **you** have chosen. Please check that **you** have the cover **you** require. Should **you** have any questions about **your policy** or **your** payments, or should **you** wish to make any changes, please call one of **our Customer Experience Associates**, on **our policy** helpline.

IMPORTANT NOTICE

We have issued this **policy** using information **you** have given or which was provided on **your** behalf. Please make sure **you** tell us if any circumstances change which may affect this insurance. For example:

- Changing **your** address
- Leaving the **home unoccupied** for periods longer than 60 days
- Changing **your** occupation
- Extending or altering **your** property, or having **building** work done on **your home** which is more than routine repair, maintenance or decoration
- Increasing the number of bedrooms
- If **your home** is to become let out to tenants or shared with lodgers
- If **you** or any member of **your family** is convicted of any criminal offence or has any prosecution pending for any offence (except for motoring offences or any offences which are spent under the Rehabilitation of Offenders Act 1974)

- **You** use **your home** in any way for business or professional purposes.

If you are in any doubt as to whether a change may affect this policy please tell us, as failure to do so could affect the validity of your insurance.

Whilst **your policy** provides cover for a wide range of Insured Events, it does not provide cover for the general maintenance or wear and tear of **your** property. Cover is provided for unforeseen events for example fire, storm and flood damage, but it is not a maintenance contract or service **policy**, and therefore does not cover the general upkeep or repair of **your** property.

24hr Legal Helpline 0333 000 7875

Legal advice whenever you need it

As an additional **policy** benefit, **we** have secured access to a team of legal professionals who can assist **you** with any legal queries **you** may have (other than for employment advice). This service is exclusively available **FREE** of charge to our insurance customers.

How to make a claim

24hr Claims Helpline 0800 414 8556

We hope **you** will not suffer any misfortune but, if **you** do, the following advice will be useful.

You should take any emergency action that may be necessary to protect **your** property from any further damage i.e. switch off the gas, water, electricity (if safe to do so) etc.

For theft, malicious or impact damage, **you** must inform the Police at once. They will provide **you** with a crime reference number. **We** need this to deal with **your** claim.

Check that **your** claim is covered by **your** **policy**. Each section of the **policy** booklet contains details of what **we** will pay for, what **we** will not pay for and how **we** will settle **your** claim. There are Exclusions and Conditions that apply to Sections A, B & C of the **policy**, see pages 54 to 60.

To report a claim, please call the Claims Helpline for assistance.

Simple claims can be dealt with in one phone call. **Our** Claims Handlers will be able to guide **you** through **your** claim to ensure that it is resolved as quickly and sympathetically as possible.

If **you** prefer, **you** may notify **us** of **your** claim by email at claims@cover.benendenhome.co.uk or in writing, to:

**Claims Department
Benenden Home Insurance
Kings Court, London Road,
Stevenage, SG1 2TP.**

Keep all damaged items as **we** may wish to view them. **You** should also collate any documentation that may support **your** claim, such as receipts, valuations, instruction booklets and guarantee cards. It may be helpful to take photographs to support **your** claim.

What will happen next?

We will register **your** claim and start our claims process.

If an item requires replacement, **we** have a nationwide network of suppliers who can provide brand new replacements on a number of household items quickly and efficiently.

If work needs to be carried out to the **building** **we** can appoint one of **our** preferred contractors who will be able to contact **you** to arrange an appointment.

Please refer to Claims conditions on pages 59 to 60. Claims under Sections D and E are administered by ARAG plc (or their agent) on our behalf. Please refer to those sections of this **policy** for contact details and further information.

How to make a complaint

How we handle complaints

Benenden Home Insurance welcomes feedback from **our** customers. This section of **your policy** booklet explains the procedure that Benenden Home Insurance underwritten by UIA Mutual will follow in the event that **you** feel dissatisfied with any aspect of the service **you** receive.

Benenden Home Insurance takes all complaints very seriously as **we** aim to follow a high quality of service to all **our** customers.

When **we** receive a complaint **we** follow an internal complaints procedure, which enables **us** to fully consider all of **your** concerns and gives **us** the opportunity to resolve these for **you**.

How to complain

When contacting **us** with **your** complaint, it is important that **you** fully explain what happened, providing all the details **you** feel are relevant.

You can make **your** complaint either by speaking to **us** or in writing.

If **you** would prefer to speak to someone about **your** complaint, please call **us** as follows:

Claims related complaints –

0800 414 8556

Any other complaint –

0800 414 8556

If **you'd** prefer to write to **us** about **your** complaint, this can be done by email or post:

Email:

complaints@cover.benendenhome.co.uk

Post:

**Complaints, Benenden Home Insurance
Kings Court
London Road
Stevenage
SG1 2TP**

Acknowledgement

We will try to resolve **your** complaint to **your** satisfaction within 3 working days, and then confirm that in writing to **you**. If **your** complaint cannot be resolved within that timescale for whatever reason, then it will be acknowledged in writing within 5 working days of receipt at Benenden Home Insurance. **Our** acknowledgement letter will outline **our** understanding of **your** complaint, the timescales for completing the investigation and confirm that it will be investigated in accordance with the rules of the Financial Conduct Authority.

Investigation

We will investigate **your** complaint and issue a full reply explaining **our** decision.

We aim to do this within 4 weeks. If at the end of 4 weeks **we** have not been able to complete **our** investigation, **we** will write to **you** explaining why it has not been possible to complete it, and let **you** know when **you** may expect a reply.

If **we** have not completed **our** investigation 8 weeks after receiving

your complaint, **we** will write to **you** again explaining why it has not been possible to complete it. **We** will also advise **you** that if **you** are not satisfied with the progress of the investigation **you** may escalate the complaint to the Financial Ombudsman Service.

How to make a complaint

(continued)

Outcome

Once **our** investigation is complete, **we** will write to **you** with **our** decision, fully explaining how **we** came to that decision. The letter – termed a “Final Response” – will, if appropriate, detail any offer being made to **you**. The letter will explain that if **you** are still not satisfied with the outcome of **your** complaint, **you** may escalate the complaint to the Financial Ombudsman Service, which **you** must do within 6 months of the date of the letter.

Financial Ombudsman Service

Referral to this service is free of charge.

You can telephone the Financial Ombudsman Service on **0800 023 4567** or **0300 123 9123** (Monday to Friday - 8am to 8pm and Saturday - 9am to 1pm).

Email:

complaint.info@financial-ombudsman.org.uk

Post:

**The Financial Ombudsman Service
Exchange Tower
London
E14 9SR**

You can also visit their website:

www.financial-ombudsman.org.uk

Sections D and E

If **your** complaint arises from sections D or E of this **policy** it will be dealt with by ARAG plc on **our** behalf. Please refer to those sections of this **policy** for further information.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim.

Contract of insurance

You (the Insured) have entered into a contract with **us**, Benenden Home Insurance Underwritten by UIA Mutual, Kings Court, London Road, Stevenage, SG1 2TP.

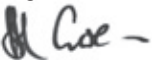
This **policy** is evidence of that contract. The information detailed in the **statement of facts** as provided by **you** either by telephone or by completing the quote process on our website (www.benenden.co.uk).

We will insure **you** for those sections shown in the schedule, in accordance with the terms of the **policy**, against loss, damage or legal liability which occurs during any **period of insurance** for which **you** have paid, or agreed to pay and **we** have accepted, or agreed to accept the premium.

The **policy** and schedule and any endorsement(s) should be read together as a single document. Any word or expression that has a particular meaning has the same meaning wherever it appears throughout the **policy**.

We are committed to ensuring that **we** offer the best value **home** insurance **we** can. The premiums that **we** charge take into account a range of factors, including the expected cost of claims which **we** will need to settle for our members in the future. **We** may therefore have to charge a higher premium or apply special terms to a **policy** based on claims experience. If the claims experience exceeds what **we** are able to accept, or if the **policy** otherwise falls outside of our underwriting criteria, **we** may decide not to offer renewal of a **policy**.

Signed



Jon Craven, CEO UIA Mutual

Law applicable to the contract

We, the insurer, and **you**, the policyholder, can choose the law applicable to the contract. **We** have decided that it is appropriate that the law applicable to **our** contract is the law of the country where **you** are usually resident where this is within the **United Kingdom**. Otherwise English Law will apply.

Language applicable to the contract

The **policy** and any associated documentation and all communications, whether written or verbal, will be in English.

Data Sharing

Benenden Home Insurance underwritten by UIA Mutual pass information to the Claims and Underwriting Exchange register, run by Insurance Database Services Ltd (IDS Ltd). **We** may also share information with the Police. The aim is to help **us** check information provided and also to prevent fraudulent claims. When **we** deal with **your** request for insurance or deal with a claim, **we** may search the register and IDS Ltd may pass **us** information it has received from other insurers about other incidents involving anyone insured under the **policy**. When **you** tell us about an incident (such as a fire, water damage or theft), which may or may not give rise to a claim, **we**

Contract of insurance

(continued)

will pass information relating to it to the register and this information will be available to other insurers.

Membership rights attached to your policy

For so long as **your policy** is in force, **you** will be entitled to be a member of UIA Mutual. If **your policy** is jointly held, each person named on the **policy** will be a member of UIA Mutual.

This is due to UIA's status as a mutual organisation, which means that as a **policyholder, you** are actually one of the people to whom the society belongs. There are no outside shareholders expecting a share of the profits. Instead, our profits are reinvested in the society to keep premiums low while providing members and their families with a wide range of real value for **money** products.

Provided **you** are a member at the relevant date, **you** will receive notice of, and be entitled to attend, and to speak and vote (in person or by proxy) at UIA's annual general meeting, as well as any other general meetings of UIA's members which may take place.

However, membership does not convey any right to receive any payment (in cash or in kind) by way of compensation for loss of membership rights if UIA ceases to be a mutual society or merges with, or transfers its business to, another mutual society or company. In such circumstances, **you** will be deemed to have agreed to assign to UIA any right to receive any such payments.

You can obtain a copy of UIA's rules, by writing to the Company Secretary, or by calling **01438 761 776**.

The rules set out in more detail how UIA operates and is governed including provisions regarding members' meetings and the composition and powers of the Board of Directors.

Modern Slavery Statement

Details of our Modern Slavery Statement can be found online at www.uia.co.uk/modern-slavery-statement

Definitions

Certain words or phrases in this **policy** printed in **bold (like this)** have the meaning set out below. The meaning applies wherever the word or phrase is used throughout the **policy**, unless under Section D - Legal Protection and Identity Theft Protection and Section E – **Home Emergency**, a more specific meaning is given.

Accidental damage

Any damage caused suddenly and unexpectedly by external means, which is not deliberate and is not specifically excluded under the terms of this **policy**.

Bedroom

A room originally built to be a bedroom or any rooms used as bedrooms following a loft conversion.

British Isles

Great Britain, the whole of Ireland, the Orkney and Shetland islands, the Isle of Man, the Hebrides, the Isle of Wight, the Scilly Islands, Lundy Island and the Channel Islands.

Buildings

The structure of the private dwelling and the domestic outbuildings, including aerials, wind turbines, garages, service tanks, tennis courts, swimming pools, permanently plumbed in hot tubs, terraces, patios, drives, footpaths, walls, gates, fences, hedges and fixtures and fittings all contained within the **premises** and all belonging to **you** or for which **you** are legally liable.

Business equipment

Computers, modems, keyboards, monitors, printers, word processing

equipment, facsimile machines, photocopiers, typewriters and office furniture.

Contents

Household goods, **business equipment** and all other articles belonging to **you** or **your family** or for which **you** are legally liable under a hiring or other written agreement. This is only while they are in the **home**.

It includes **valuables, money**, stamp, coin or any other collection and visitors' **personal belongings**.

⊗ It does not include:

- motorised or **mechanically propelled vehicles**, caravans, hovercraft, water craft, windsurfers, and any other equipment or craft designed for use in or on the water, hang gliders, aircraft, trailers or any parts of, or accessories for, such vehicles/craft.

⊗ It also does not include:

- living creatures, deeds, bonds, documents or securities, any part of the buildings including fixtures and fittings, visitors' personal belongings which are covered by other insurances or items used or stored in connection with a business, trade or profession other than **business equipment**.

Excess

This is the first part of any claim, which **you** are responsible for. **We** will only apply the standard **policy excess** once to each claim. If a claim is made under two or more sections of the **policy** because,

Definitions

(continued)

for example both the **Buildings** and the **Contents** have been damaged in the same incident by the same cause, **we** will still only apply the standard excess once, but any and all voluntary additional or compulsory additional excesses applying to the relevant sections of the **policy**, will also be deducted from the total amount of the agreed claim.

The standard **excess** and the Subsidence and Escape of Water **excess** are shown on **your** schedule as are any applicable voluntary additional or compulsory additional excesses.

Geographical limits

- a) The **United Kingdom and Europe**.
- b) Elsewhere in the world for a maximum of 30 continuous days in any **period of insurance**.

Home

The private dwelling **you** live in shown in the schedule as the Insured Property, together with its garages and outbuildings (forming part of the title deeds) all used solely for domestic purposes, or for working from **home** in a purely clerical or administrative capacity, with no business visitors and no business stock, **money** or equipment on the **premises**.

Limit of cover

The maximum amount **we** will pay, as shown in the **policy schedule**.

Money

Cash, cheques, currency, notes, bank notes, coins and stamps that are not part of a collection, postal orders or other **money** orders, savings stamps and

certificates, luncheon vouchers, travellers cheques, gift vouchers, telephone cards and travel tickets.

Motorised or mechanically propelled vehicles

Any motor or mechanically propelled vehicle, whether licensed for road use or not (including motorcycles, all-terrain vehicles or quad bikes, motorised scooters, children's quad bikes and mini-motorbikes).

⊗ But not including

- domestic gardening equipment, motorised wheelchairs, electrically propelled toys, electrically assisted pedal cycles, or models or golf trolleys which are controlled by someone on foot.

Period of insurance

The time during which the **policy** is in force, being the period between the inception date or the last renewal date (whichever is later) and the next renewal date.

Personal belongings

Items designed to be normally worn or carried about the person, but not **valuables**.

Policy

The printed/digital copy of the booklet together with the schedule and the original proposal form or **statement of facts**.

Premises

The **buildings** and boundaries of the **home** and the land, fences, walls, gates, paths, drives and terraces as shown in the schedule.

Definitions

(continued)

Statement of Facts

The loose sheet(s) detailing the information **you** have supplied to **us** and upon which **we** have based the premium and insurance provided.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

United Kingdom

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

Unoccupied

When **your home** has not been lived in by **you** or any person permitted by **you** for more than 60 consecutive days.

Unspecified valuables

Items of jewellery, furs and watches.

Valuables

Items of gold, silver, silver plated or other precious metals, jewellery, watches, furs, pictures, works of art or antiques.

You, your

The person named in the schedule as the Insured and **your** spouse or partner permanently living in **your home**.

Your family

Members of **your family** permanently living with **you** (excluding students living away from **home**).

We, us, our

Benenden Home Insurance underwritten by UIA Mutual

Section A

Buildings

This section only applies if shown on **your** Schedule.

We will pay for loss of or damage to the **buildings** directly caused by the following Insured Events:

1. Fire, explosion, lightning, and earthquake.

⊗ **We will not pay for:**

- the standard excess shown on **your** schedule
- scorched items where no actual ignition has occurred or damage has been caused by heat from a domestic appliance or heater unless Optional Extra Cover **Accidental damage** is included and is shown on **your** schedule.

2. Smoke.

⊗ **We will not pay for:**

- the standard excess shown on **your** schedule
- loss or damage caused by smog, industrial, commercial or agricultural operations or any gradually operating process.

3. Riot, civil commotion, strikes, labour and political disturbances.

⊗ **We will not pay for:**

- the standard excess shown on **your** schedule.

4. Malicious persons and vandals.

⊗ **We will not pay for:**

- the standard excess shown on **your** schedule
- loss or damage caused by any persons lawfully on the **premises**
- loss or damage while the **premises** are **unfurnished** or **unoccupied**.

5. Theft, attempted theft or hold up.

⊗ **We will not pay for:**

- the standard excess shown on **your** schedule
- loss or damage caused by **you**, or with the connivance of **you** or any member of **your family** or by a paying guest, lodger or tenant
- loss or damage while the **premises** are **unfurnished** or **unoccupied**
- any property lost by deception, unless deception is used solely as a means to enter the **home**.

Section A

Buildings (continued)

6. Collision with the buildings by an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal.

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- loss or damage caused by insects, birds, vermin or domestic pets.

7. Falling trees or branches, including the cost of removing fallen trees or branches that have caused actual damage to the buildings.

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- loss or damage to gates, fences, hedges, tennis courts, swimming pools or swimming pool covers, permanently plumbed in hot tubs or the costs of removing fallen trees or branches that cause damage to such items.

8. Falling radio and television aerials, masts and satellite dishes that have damaged the buildings (including damage to the aerials or masts).

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- loss or damage to satellite dishes.

9. Storm or flood

Note – **we** consider a storm to be one incident of very strong winds, sometimes accompanied by rain, hail or snow. Heavy or persistent rain alone should not cause damage to a property in sound condition and does not constitute storm, unless there is a torrential downpour concentrated into a short period of time. It is important to remember that **you** are responsible for maintaining **your** property in a good state of repair; a property in sound condition will withstand all but the most extreme **weather**.

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- loss or damage to gates, fences, hedges, tennis courts, swimming pools or swimming pool covers or permanently plumbed in hot tubs
- loss or damage caused by the action of frost
- loss or damage caused by subsidence, landslip or heave (This exclusion does not affect the cover given by Insured Event 11)
- loss or damage caused by a rise in the underground water table.

Section A

Buildings (continued)

10. Escape of water or oil from any fixed domestic water or heating installation or from any domestic washing machine or dishwasher.

We will also pay for damage to any fixed domestic water or heating installation within the home caused by its own internal freezing.

⊗ We will not pay for:

- the Escape of Water **excess** shown on **your** schedule for claims for damage caused by an Escape of Water or the standard **excess** shown on **your** schedule for claims for damage caused by an Escape of Oil
- any claim occurring in between 1st October and 31st March, where **you** have not been staying in the **home** overnight for 14 days or more and **you** have not either;
 - i) turned off all mains water and drained the water and heating system, or
 - ii) set the central heating to maintain the temperature at a constant temperature of not less than 55 degrees Fahrenheit or 12 degrees Celsius at all times
- loss or damage while the **premises** are **unfurnished** or **unoccupied**.
- loss or damage caused by subsidence, landslip or heave, whether resulting from the escape of water or otherwise. (This exclusion

does not affect the cover given by Insured Event 11)

- loss or damage to the installation or appliance from which the escape has occurred, unless the installation or appliance has been damaged by its own internal freezing
- loss or damage caused by wet or dry rot
- the cost of any work necessary to trace, locate or gain access to a leak, the cost of repairing the leak itself (other than repairing leaks caused by the internal freezing of pipes) or the cost of repairing any damage caused solely by accessing the leak (This exclusion does not affect the cover available under Insured Event 17.
- loss or damage (including clean up costs) following an escape of oil, unless the tank, pipe or other apparatus from which the oil escaped has been subject to annual inspection by a suitably qualified person and this inspection has confirmed that it is in a fit condition for its purpose.

11. Subsidence or heave of the site, or landslip.

⊗ We will not pay for:

- the subsidence **excess** shown on **your** schedule
- loss or damage to swimming pools, tennis courts, patios, terraces, drives, paths, walls, gates or fences unless the home is also damaged at the same time, by the same cause

Section A

Buildings (continued)

- loss or damage to solid floor slabs or damage caused by the movement of solid floor slabs, unless the foundations beneath the external walls of the **home** are damaged at the same time, by the same cause
- loss or damage caused by coastal or water course erosion
- loss or damage caused by the normal settlement, bedding down, expansion or contraction of new **buildings**
- loss or damage caused by the settlement of made up ground or compaction of infill
- loss or damage arising from demolition of, structural alteration of or repair to, the **buildings**
- loss or damage arising from defective design, faulty workmanship or defective materials.

12. Accidental damage to underground pipes and cables supplying services to or from the main supply (or to a septic tank or soak away) to the buildings and/or the costs of breaking into blocked sewers and repairing the pipe between the main sewer and home, following a blockage of the pipe which is unable to be cleared by rodding or jetting.

⊗ We will not pay for:

- the standard excess shown on your schedule

- de-lamination of pitch fibre pipes arising without the action of any external force
- loss or damage for which you are not legally liable.

13. Rent and alternative accommodation as follows:

If any part of the buildings are made uninhabitable following insured damage, we will pay:

a) the rent you would have received but have lost while the buildings are uninhabitable, or

b) reasonable costs of comparable alternative accommodation until the buildings are habitable again for you, your family and your domestic pets.

⊗ We will not pay for:

- more than the **limit of cover** shown on **your** schedule
- loss or expense that would not have been incurred had the buildings been repaired within a reasonable period of time
- any costs incurred without our prior agreement.

Section A

Buildings (continued)

14. Damage by the emergency services

Damage to any part of **your home** including its grounds, caused by the emergency services. This includes damage which occurs when the emergency services are responding to potential danger to property or injury to persons.

⊗ **We will not pay for:**

- damage caused by police raids

15. Accidental breakage of fixed glass in walls, doors, windows and roofs (including solar panels) and of built in ceramic hobs and ovens, wash basins, pedestals, baths, sinks, lavatory pans, shower screens and doors, shower trays and other sanitary ware all fixed to the home.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- chipping, scratching and denting, or other minor cosmetic damage
- failure of double-glazed units unless the glass has been accidentally broken
- taps, hoses, shower units including shower heads, lavatory seats and other accessories
- accidental breakage caused by storm for which cover is given under Insured Event 9 storm and flood
- loss or damage while the **premises** are **unfurnished** or **unoccupied**.

16. Replacement and fitting of locks, including new keys, to any external doors of the home where the keys have been stolen.

⊗ **We will not pay for:**

- the standard excess shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule
- replacement of and fitting locks or keys where the keys have been mislaid or lost.

17. Trace and access.

We will pay the reasonable cost of removing and replacing any part of the **buildings** necessary to find and repair the source of any water leak from tanks, pipes, or any other domestic water or heating installation that forms part of the **home**.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule
- the cost of repair to the tank, pipe or domestic water or heating installation itself.

Section A

Buildings (continued)

The cover provided under Insured Event 18 only applies if Accidental Damage is shown on your schedule.

18. Extended Accidental Damage Cover.

We will pay for **Accidental damage** to the **buildings**, if **Accidental damage** is shown on **your** schedule.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- any damage that **we** have said **we** will not pay for elsewhere in Section A
- any loss or damage caused by:
 - a) wear and tear or depreciation
 - b) chipping, scratching or denting or other minor cosmetic damage
 - c) wet or dry rot or any gradually operating process
 - d) chewing, scratching, tearing, vomiting or fouling by domestic pets, for which **your** household is responsible
 - e) the actual process of washing, cleaning, dyeing, renovation, repair, maintenance or alteration
 - f) defective design, faulty workmanship or defective materials
 - g) movement of the land belonging to the **buildings**
 - h) movement, settlement or shrinkage in any part of the **buildings** or damage caused by any of them
 - i) demolition or structural alteration or repair of the **buildings**
 - j) mechanical or electrical breakdown or malfunction.
- loss or damage whilst any part of the **building** is let, lent or shared
- loss or damage caused by water entering **your home**, unless more specifically covered elsewhere under Section A of the **policy**. For example, Section A would cover damage caused by water entering **your home** if it is entering because storm force winds have damaged **your** roof. But if there is no evidence of wind damage and water is entering solely because **your** roof is old and worn, this would not be covered.

Owner's liability to the public

We will pay amounts that **you** or **your family** become legally liable to pay arising from:

- a) accidental bodily injury, death or disease to any person
- b) accidental loss of or damage to property.

But only when **you** or **your family** are legally liable to pay:

- a) as owner (and not occupier) of the **buildings** or the land belonging to them;
- b) from owning a previous **home** under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as long as:
 - i) at the time of the incident giving rise to the liability **you** have sold the **buildings**
 - ii) no other **policy** covers the liability.

If **you** cancel or do not renew this **policy** after selling the **buildings**, the cover provided in paragraph (b) above will continue for 7 years after the **policy** ends as long as **you** have no other **policy** providing this cover.

Limit

We will pay up to £5,000,000 for any one incident plus any other costs, expenses and solicitor's fees which **you** have to pay but only if **we** have agreed to do so in writing.

⊗ **We** will not pay for liability arising directly or indirectly from:

- **you** or a member of **your family's** employment, business or profession
- the use of lifts, mechanically propelled vehicles, cycles or horses
- any contract or agreement that **you** or a member of **your family** enter into unless liability would exist without the contract or agreement
- injury, death, or disease to **you** or any member of **your family**
- loss or damage to property belonging to, occupied by, or in the custody or control of **you** or **your family**.

Extra costs

We will pay for the following if **we** pay to repair or replace parts of the **buildings** damaged by any of the Insured Events.

Fees

Reasonable fees payable to architects, surveyors and other professionals in order to repair or reinstate the **buildings**.

Removal of Debris

Any amount that **we** agree to pay for removing debris, demolishing, propping or shoring up parts of the **buildings** that have been damaged.

Local Authority Requirements

The extra costs that **you** have to pay when **you** repair the damage to meet any Government or Local Authority requirements or regulations.

⊗ We will not pay for:

- any fees **you** have to pay in preparing any claim or that **you** incur without our consent
- any costs for meeting requirements or regulations notified before the loss or damage occurred
- any costs in respect of undamaged property/portions of the property other than foundations of that part of the property destroyed or damaged
- costs in respect of damage not insured by the **policy**.

Sale of your home

We will also provide cover if **you** enter into a contract to sell the **buildings** and between exchange of contracts and completion of the sale such **building** is damaged by Insured Events 1 to 12. The purchaser shall be entitled to benefit from this insurance in respect of such damage provided the sale is completed and the **building** is not otherwise insured by the purchaser or on his/her behalf.

How we will settle your claim under Section A

We will pay for the necessary repair or replacement (but not improvements) of parts of the **buildings** following loss or damage by an insured event without deducting any amount for wear and tear or depreciation, providing that at the time of the loss or damage:

- the limit of cover for **buildings** represents at least the full cost of rebuilding **your home**, including fees and expenses
- the **buildings** are in good repair
- the damaged parts of the **building** are repaired or replaced.

If the damaged parts of the **buildings** are NOT repaired or replaced or the **buildings** are NOT in good repair or the **limit of cover** does NOT represent at least the full cost of rebuilding **your home** including fees and expenses, **we** will at **our** option pay either:

- i) the cost of reinstating the damage less an amount for wear and tear or depreciation; or
- ii) the difference between the value of the **buildings** before the destruction or damage and the value of the **buildings** after the destruction or damage.

You must provide evidence of expenditure on request.

Amount Payable

The maximum **we** will pay for any one incident is the amount it would cost **us** to repair the damage to **your buildings**, but not more than the amount shown on **your** schedule:

- for **buildings** (less any **excess**)
- for rent and alternative accommodation.

Matching Items

If the **buildings** are fitted with a kitchen, bathroom suite, sanitary fittings or other items which are part of a set or suite of matching form design or colour, **we** will only pay for the repair or replacement of those parts which are actually damaged.

Section B

Contents

This section only applies if shown on **your** Schedule.

We will pay for loss of or damage to the **contents** directly caused by the following Insured Events:

1. Fire, explosion, lightning, and earthquake.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- scorched items where no actual ignition has occurred or damage has been caused by heat from a domestic appliance or heater unless Optional Extra Cover **Accidental damage** is included and is shown on **your** schedule.

2. Smoke.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- loss or damage caused by smog, industrial, commercial or agricultural operations or any gradually operating process.

3. Riot, civil commotion, strikes, labour and political disturbances.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule.

4. Malicious persons and vandals.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- loss or damage caused by any persons lawfully on the **premises**
- loss or damage while the **premises** are **unfurnished** or **unoccupied**
- loss or damage caused by a computer virus.

5. Theft, attempted theft or hold up.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- loss or damage caused by **you**, or with the connivance of **you** or any member of **your family** or by a paying guest, lodger or tenant
- loss or damage while the **premises** are **unfurnished** or **unoccupied**
- any property lost by deception, unless deception is used solely as a means to enter the **home**
- loss or damage whilst any part of the **buildings** is let or shared, unless there is evidence of forcible and violent entry or exit to or from the **buildings**.

Section B

Contents (continued)

6. Collision with the buildings by an aircraft, aerial device or anything falling from them, or by a vehicle, train or animal.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- loss or damage caused by insects, birds, vermin or domestic pets.

7. Actual damage caused by falling trees or branches.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule.

8. Falling radio and television aerials, masts and satellite dishes and their fittings.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule.

9. Storm or flood.

Note – **we** consider a storm to be one incident of very strong winds, sometimes accompanied by rain, hail or snow. Heavy or persistent rain alone should not cause damage to a property in sound condition and does not constitute storm, unless there is a torrential downpour concentrated into a short period of time. It is important to remember that **you** are responsible for maintaining **your** property in a good

state of repair; a property in sound condition will withstand all but the most extreme weather.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- loss or damage caused by a rise in the underground water table.

10. Escape of water or oil from any fixed domestic water or heating installation or from any domestic washing machine or dishwasher.

⊗ **We will not pay for:**

- the Escape of Water **excess** shown on **your** schedule for claims for damage caused by an Escape of Water or the standard **excess** shown on **your** schedule for claims for damage caused by an Escape of Oil
- any claim occurring in between 1st October and 31st March, where **you** have not been staying in the **home** overnight for 14 days or more and **you** have not either;

i) turned off all mains water and drained the water and heating system, or

ii) set the central heating to maintain the temperature at a constant temperature of not less than 55 degrees Fahrenheit or 12 degrees Celsius at all times.

Section B

Contents (continued)

- loss or damage while the **premises** are **unfurnished** or **unoccupied**
- loss or damage caused by subsidence, landslip or heave, whether resulting from the escape of water or otherwise. (This exclusion does not affect the cover given by Insured Event 11)
- loss or damage to the installation or appliance from which the escape has occurred, unless the installation or appliance has been damaged by its own internal freezing
- loss or damage caused by wet or dry rot
- loss or damage (including clean up costs) following an escape of oil, unless the tank, pipe or any other apparatus from which the oil escaped, has been subject to annual inspection by a suitably qualified person and this inspection has confirmed that it is in a fit condition for its purpose
- the cost of removing and replacing any part of the **buildings** to find and repair the source of water escaping from tanks, pipes or any other domestic water or heating installation that forms part of the **buildings**, or the cost of any loss or damage to the household heating or water system itself.
- loss or damage caused by the movement of solid floor slabs unless the foundations beneath the external walls of the affected **home** are damaged by the same cause at the same time
- loss or damage caused by coastal or watercourse erosion
- loss or damage caused by normal settlement, bedding down, expansion or contraction of new **buildings**
- loss or damage caused by the settlement of made up ground or the compaction of infill
- loss or damage arising from structural alteration, repair or demolition
- loss or damage arising from defective design, faulty workmanship or defective materials.

12. Replacement and fitting of locks, including new keys, to any external doors of the home and the cost of changing locks, including new keys, on safes or alarms fitted in the home, where the keys have been stolen.

⊗ We will not pay for:

11. Subsidence or heave of the site, or landslip.

⊗ We will not pay for:

- the subsidence **excess** shown on **your** schedule
- the standard excess shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule
- replacement of and fitting locks or keys where the keys have been lost or mislaid.

Section B

Contents (continued)

13. Rent and alternative accommodation as follows:

if any part of the **home** is made uninhabitable following insured damage, **we** will pay:

- a) the rent **you** would have to pay while the **home** is uninhabitable, or
- b) reasonable costs of comparable alternative accommodation until the **building** is habitable again for **you, your family** and **your** domestic pets.

⊗ We will not pay for:

- more than the **limit of cover** shown on **your** schedule
- loss or expense that would not have been incurred had **your home** been repaired within a reasonable period of time.
- any costs incurred without our prior agreement.

14. Contents temporarily removed from the premises lost or damaged by:

- a) theft – but only from a bank safe deposit, or from a **building** where **you** or members of **your family** are living, employed or carrying on a business in the **United Kingdom**
- b) any incident covered by Insured Events 1-3 and 6-11 of Section B and occurring in the **United Kingdom**.

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule
- loss or damage that **we** have said **we** will not pay for elsewhere under any of the Insured Events described in Section B
- loss or damage by theft unless entry to the **building** is by forcible and violent means
- loss or damage to **contents** while in halls of residence or any other rented accommodation being used by **you** or any member of **your family** while at college or university
- loss or damage to items in a furniture warehouse or any other storage
- loss or damage caused by storm or flood to items which are not in a **building**
- loss or damage to **valuables** (except when in bank safe deposits) or **money**
- loss or damage to **contents** while on or in communal hallways, stairs or storage areas
- unexplained disappearance of lost items.

Section B

Contents (continued)

15. Accidental loss of or damage to contents while in transit by land by professional removers, from the buildings to a new permanent place of residence in the United Kingdom, including while they are in the removers secure storage for up to 7 days.



We will not pay for:

- the standard **excess** shown on **your** schedule
- loss or damage to **valuables** or **money**
- loss or damage to china, glass, pottery or other articles of a fragile nature, unless packed by professional packers
- chipping, scratching, denting or other minor cosmetic damage
- chewing, scratching, tearing, vomiting or fouling by **your** domestic pets or pets for which **you** are responsible
- loss or damage whilst any item is left in an unattended vehicle
- loss or damage whilst in storage for a period longer than 7 days
- loss or damage not notified immediately to the professional removers.

16. Loss of oil or metered water following damage to the buildings from a cause which would be covered by Section A of this Policy, or theft of domestic heating oil from a fixed storage tank within the premises.



We will not pay for:

- the standard **excess** shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule
- loss or damage while the **premises** are **unfurnished** or **unoccupied**.

17. Tenant's liability.

If **you** are a tenant in the **buildings** and not the owner or leaseholder, **we** will pay up to the **limit** shown on **your** schedule in respect of any sum **you** become legally liable for as tenant arising out of:

- a) damage to the **buildings**, internal decorations or landlord's fixtures and fittings by any of the Insured Events 2 to 10 under Section A Buildings Insurance
- b) **accidental damage** to underground pipes and cables supplying services to or from the main supply to the **buildings**
- c) accidental breakage of fixed glass in walls, doors, windows and roofs

Section B

Contents (continued)

including double glazed units, solar panels, built-in ceramic hobs and washbasins, pedestals, baths, sinks, lavatory pans, shower trays and other sanitary ware fixed to the **buildings**.

⊗ We will not pay for:

- damage caused by fire, subsidence, landslip or heave of the site
- any loss or damage that **we** have said **we** will not pay for elsewhere in Section A – Buildings
- chipping, scratching or denting, or other minor cosmetic damage
- fixtures and fittings related to subsection c)
- failure of double glazed units unless the glass has been accidentally broken
- taps, hoses, shower units including showerheads, lavatory seats and other accessories.

18. Accidental damage to televisions, video players and recorders, DVD players and recorders, home computer equipment and domestic audio equipment in the home and their aerials or satellite dishes.

⊗ We will not pay for:

- the standard excess shown on your schedule

- loss or damage arising from:
 - a) chipping, scratching or denting, or other minor cosmetic damage
 - b) chewing, scratching, tearing, vomiting or fouling by domestic pets for which **your household** is responsible
 - c) mechanical or electrical breakdown or malfunction
 - d) defective design, faulty workmanship or defective materials
 - e) the actual process of washing, cleaning, assembling, dyeing, renovation, restoring, repair, maintenance, dismantling or alteration
 - f) misuse or use contrary to manufacturer's instructions.
- loss or damage to
 - i. **business equipment** unless **Accidental damage** (Insured Event 25) is included and is shown on **your** schedule
 - ii. any item designed or intended for hand held or portable use (other than laptop computers and portable televisions) unless **Accidental damage** (Insured Event 25) is included
 - iii. styli, cartridges, records, recording tapes, memory cards, memory sticks, cassettes or discs, CDs, DVDs and computer discs.

Section B

Contents (continued)

19. Loss of or damage to food in domestic deep freezers caused by a rise or fall in temperature or by contamination from refrigerant or refrigerant fumes.

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- more than the limit of cover shown on **your** schedule
- loss or damage due to the deliberate act of the power supply authority
- loss or damage caused by the freezer door or lid being left open or the power being turned off
- loss or damage caused by interruption of the power supply because of strikes or labour disputes by employees of the power supply authority.

20. Contents while in the garden of the premises, lost or damaged by any of the Insured Events.

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule
- loss or damage that **we** have said **we** will not pay for under any of the insured events described in Section B – Contents
- loss or damage caused by storm or flood

- loss of or damage to pedal cycles
- loss of or damage to lawns, plants, shrubs and trees
- loss or damage while the **premises** are **unfurnished** or **unoccupied**.

21. The cost of preparing new title deeds to the buildings and registered bonds if they are lost or damaged by any of the Insured Events 1 to 11 whilst in the home or whilst being kept in a bank.

⊗ We will not pay for:

- the standard **excess** shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule.

22. The limit of cover for Section B – Contents is automatically increased by the amount shown on your schedule:

- a) during the month of the following religious festivals to cover gifts and extra food and drink **you** buy:
- Buddhist - Wesak
 - Christian - Christmas (Orthodox and Western)
 - Hindu - Diwali
 - Islamic - Eid ul - Adha and Eid ul Fitr ('Id al - fitr)

Section B

Contents (continued)

- Jewish - Passover, Rosh Hashanah and Hanukkah
- Sikh - Vaisakhi (Baisakhi)

b) for a period of one month before and one month after the wedding day or civil partnership ceremony day of **you** or a member of **your family** (to provide additional cover for wedding gifts).

⊗ **We will not pay for:**

- more than the **limit of cover** shown on **your** schedule.

23. The cost of replacing information that you have bought, downloaded and stored on your MP3 player, home computer or other home entertainment equipment, following damage to the MP3 player, home computer or other home entertainment equipment as a result of any cause covered under Section B – Contents of this Policy.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- any information which is accidentally wiped
- any information which is lost as a result of a computer virus or as a result of electrical or mechanical breakdown

- any information which has been downloaded or stored illegally or without the proper authority to do so
- more than the **limit of cover** shown in **your** schedule.

24. We will cover the cost of replacing plants, shrubs and trees in the garden of the premises, following loss or damage resulting from – theft or attempted theft, fire, lightning, explosion, impact by vehicles (other than those belonging to, or in the control of, you or your family) or the impact of falling trees, telegraph poles, lamp posts or any part thereof.

⊗ **We will not pay for:**

- the standard **excess** shown on **your** schedule
- more than the **limit of cover** shown on **your** schedule
- moss or damage caused by storm, flood or malicious persons
- moss or damage occurring while the garden is being landscaped or renovated
- moss or damage caused by any company or contractor employed or working at the **premises**.

Section B

Contents (continued)

The cover provided under Insured Event 25 only applies if Accidental damage is shown on your schedule.

25. Accidental damage Cover.

We will pay for **Accidental damage** to the contents, if **Accidental damage** is shown on **your** schedule.



We will not pay for:

- the standard **excess** shown on **your** schedule
- any damage that **we** have said **we** will not pay for elsewhere in Section B – Contents.
- **Loss or damage arising from:**
 - a) chipping, scratching or denting, or other minor cosmetic damage
 - b) chewing, scratching, tearing, vomiting or fouling by domestic pets, for which **your household** is responsible
 - c) mechanical or electrical breakdown or malfunction
 - d) defective design, faulty workmanship or defective materials
 - e) the actual process of washing, cleaning, assembling, dyeing, renovating, restoring, repairing, maintaining, dismantling or altering
 - f) wet or dry rot, or any other gradually operating cause
 - g) misuse or use contrary to manufacturer's instructions.
- loss or damage while the **premises** are **unfurnished** or **unoccupied**
- loss or damage to styli, cartridges, records, tapes, memory cards, memory sticks, recording cassettes or discs, CDs, DVDs and computer discs
- loss or damage caused by water entering **your home**, unless more specifically covered elsewhere under Section B of **policy**. For example, Section B would cover damage caused by water entering **your home** if it is entering because storm force winds have damaged **your** roof. But if there is no evidence of wind damage and the water is entering solely because the roof is old and/or worn, this would not be covered.

Personal Liability

We will pay amounts which **you** or any member of **your family** become legally liable to pay arising from:

- a) accidental bodily injury, death or disease to any person, which occurs in the **British Isles**
- b) accidental loss of, or damage to, property, which occurs in the **British Isles**.

But only when **you** or **your family** are legally liable to pay:

- i) as occupiers (and not owners) of the **buildings** or the land belonging to the **home**
- ii) in any other personal capacity
- iii) as an employer of any domestic servant.

Limit

We will pay up to £5,000,000 for any one incident, plus any other costs, expenses and solicitors fees which **you** have to pay, but only if **we** have agreed to do so in writing.

Your Duties

You must allow **us**, at **our** option, to take over and conduct in **your** name the defence or settlement of any claims (including **us** having full discretion in the conduct of any proceedings and in the settlement of any claim). **You** must give **us** all co-operation, assistance and information which **we** may require to consider any claim.

You must not accept, discuss or deny liability for any incident with any other party, unless **you** have **our** express agreement to do so. If **you** do so without our agreement, this may invalidate **your** claim.

⊗ **We will not pay for liability arising directly or indirectly from:**

- **your** or a member of **your family's** employment, business or profession
- the use of lifts, mechanically propelled vehicles (including wheelchairs) or toys, aircraft, caravans, watercraft or any craft or equipment designed for use on or in, the water
- animals other than domestic dogs and cats, or horses kept for personal use. Note – **we** do not consider a dog to be domestic if it is used for racing, hunting, shooting or any other organised sporting activity
- any contract or agreement that **you** or a member of **your family** enter into, unless liability would exist without the contract or agreement
- any activity **you** undertake on behalf of any organisation or as part of an organised sports team or club. For example, if **you** are involved in running an event such as a fete, show, display or sporting contest, this **policy** does not provide cover for any liability arising from **your** organising, running or setting up the event. It may however cover any liability **you** may incur in a personal capacity as say a spectator at such an event and which is unconnected to **your** involvement in running it
- injury, death or disease to **you** or any member of **your family**
- loss or damage to property belonging to, occupied by, or in the custody or control of, **you** or **your family**.

Personal liability

(continued)

- ⊗ **We will also not pay for injury, death, disease (other than to a domestic servant) or damage arising out of:**
 - the ownership of any land or **buildings** by **you** or any member of **your family**
 - the occupation of land or **buildings** by **you** or any member of **your family** other than the **buildings** or the land belonging to the **premises**
 - use of horses for racing, steeplechasing or hunting
 - use of firearms
 - the ownership, custody or control by or on behalf of **you** or **your family** of a dog of a type specified in Section 1 of the Dangerous Dogs Act 1991 (or designated for the purpose of that section by order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.
- ⊗ **We will not pay for any liability for injury, death, disease or damage where any other **policy** covers this liability.**

How we will settle your claim under Section B

Provided that, at the time of loss or damage by any of the Insured Events, the **limit of cover on contents** is at least the full cost of replacing all the **contents** as new (less any amount for wear, tear and depreciation on clothing and household linen), **we** will at **our** option:

- a) replace as new on a like for like basis
- b) pay the cost of repair
- c) pay the cost of replacing as new, on a like for like basis
- d) make a cash payment (but this will not be more than the cost to **us** of repairing the lost or damaged item or of replacing the item as new on a like for like basis).

This is for any property lost or damaged. For clothing and household linen, **we** will make a deduction for wear, tear and depreciation.

If at the time of the loss or damage, the value of the **contents** (this being the maximum cost of replacing all of the **contents** as new on a like for like basis & taking into account the limits below) is more than the **limit of cover** shown on **your** schedule, then **we** will reduce any claim payment by the same percentage that the **contents limit of cover** is less than the full cost of replacing the contents, before deduction of the **Policy excess**.

For example – if the **contents limit of cover** is only 50% of the cost of replacing the **contents**, **we** can only pay 50% of the claim.

Amount Payable

The maximum **we** will pay for any one incident is shown on **your** schedule:

- for **contents** (less any **excess**)

Subject to the limits shown on **your** schedule in respect of:

- **valuables** in total
- any one **valuable**
- total **contents** in garages or outbuildings
- **money**
- visitors **personal belongings**
- stamp, coin or other collections
- replacement locks
- rent & alternative accommodation
- **contents** temporarily removed
- metered water or oil
- MP3 downloads
- freezer contents
- **business equipment**
- contents in the garden
- cost of preparing new title deeds
- festival, wedding and civil partnership gifts
- plants, shrubs and trees.

Matching Items

If the **contents** include items which are part of a set, suite, or of matching form, design, or colour, **we** will only pay for those parts which are actually lost or damaged. **We** will not pay for any undamaged or remaining parts.

Proof of Value

We will require proof of ownership or value when making a claim. Therefore **we** recommend that **you** retain valuations, receipts, photographs, instruction manuals and guarantees to assist **us** in the event of a claim.

Section C - Optional Extra

Personal Possessions in and away from the home

These sections of cover only apply if shown on **your** schedule. They are optional covers and are not automatically included.

N.B. – The sums insured for this section are not index linked in any way. You will be responsible for making sure that the sums insured are adequate for your needs and for adjusting the cover to take account of rising values and replacement costs, or to allow for the purchase of new items. We strongly recommend that you review the values of items insured under this section regularly and seek professional guidance or valuations if necessary. Please notify us of any changes you require.

We will pay for loss of, theft, or **Accidental damage** to:

Unspecified Items

- **unspecified valuables**, clothing and **personal belongings** belonging to **you** or **your family**
- camping equipment and equipment for the following sports belonging to **you** or **your family** – angling, archery, aikido, badminton, basketball, baseball, bowls, boxing, cricket, croquet, fencing, football, gymnastics, golf, hockey, horse riding, judo, karate, kendo, lacrosse, netball, polo, racquets, rugby, running, skating, squash, shooting, snooker, swimming, table tennis, tennis, volleyball and weight training
- **money** and credit, bank, charge and cash dispenser cards belonging to and being used by, **you** or **your family**.

Specified Items

The items belonging to **you** or **your family** which are shown on **your** schedule.

Pedal Cycles

- The pedal cycles belonging to **you** or **your family** which are shown on **your** schedule.
- ⊗ **We will not pay for:**
- the standard **excess** shown on **your** schedule
 - theft from unattended vehicles, unless all points of entry into the vehicle are locked and all **valuables, personal belongings**, baggage, clothing and other insured items are removed from view in a locked luggage boot, or in a concealed luggage compartment or glove compartment
 - loss or damage to china, glass and other items of a fragile nature, household goods, domestic appliances, contact lenses, corneal caps, micro lenses, firearms, musical instruments, mobile telephones valued at over £500, personal organisers or satellite navigation equipment, unless they are specified on **your** schedule
 - loss or damage to a mobile telephone or laptop computer if it is left unattended and not kept in a locked room or cupboard
 - the cost of any calls from any mobile telephone
 - any loss or damage outside the **geographical limits**

Section C - Optional Extra

Personal Possessions in and away from the home

(continued)

- where an item of property forms part of a pair or set, **we** will not pay any additional or special value which that item has as part of a pair or set. **We** will only pay for the value of the item, the cost of replacing the item or a proportionate part of the cost of replacing the pair or set, whichever is less
 - any loss or damage caused by chewing, scratching, tearing, vomiting or fouling by domestic pets which belong to **your** household, or for which **your** household is responsible
 - any loss or damage to motor propelled vehicles or conveyances, caravans, trailers, watercraft or any equipment designed for use on or in the water, aircraft, hovercraft, hang gliders or parts or accessories for any of these
 - any item that is held or used in connection with any business, trade or profession
 - any item specifically insured by another **policy** of insurance
 - any item being kept or stored away from the **premises**, unless it is either in **your** personal custody at the time, or it is in a locked and secure cabinet, locker or cupboard
 - any loss or damage caused by or arising from:
 - a) chipping, scratching, denting or other minor cosmetic damage
 - b) the actual process of washing, cleaning, dyeing, repairing, renovating, maintaining or altering
 - c) defective design or materials, or faulty workmanship
 - d) mechanical or electrical breakdown
 - e) misuse, or use contrary to manufacturer's instructions.
- ⊗ In addition, for sports equipment **we** will not pay for:
- sports equipment whilst in use.
- ⊗ In addition, for **money** and credit, bank, charge and cash dispenser cards **we** will not pay for:
- loss where **you** have not complied with the terms and conditions of use of the company issuing the card or travellers cheques
 - loss not reported to the company issuing the card within 24hrs
 - loss from the unauthorised use of a credit, debit or charge card by **you** or a member of **your family**
 - loss following a theft which has not been reported to the Police.
- ⊗ In addition, for pedal cycles **we** will not pay for:
- loss or damage to accessories or tyres, unless the pedal cycle is lost or damaged at the same time, by the same cause
 - loss or damage while the pedal cycle is being used for racing, time trials or any other organised sporting event
 - loss or damage if the pedal cycle is left unattended away from **your home** and is not locked or secured to a permanent fixed structure.

How we will settle your claim under Section C

We will at **our** option:

- a) replace as new on a like for like basis
- b) pay the cost of repair
- c) pay the cost of replacing as new, on a like for like basis
- d) make a cash payment (but this will not be more than the cost to **us** of repairing the lost or damaged item or of replacing the item as new on a like for like basis).

This is for any property lost or damaged.

For clothing, **we** will make a deduction for wear, tear and depreciation.

For mobile phones, **we** will not guarantee the same telephone number will be maintained following a claim and may at our discretion buy **you** out of **your** contract and request that **you** source a new contract with an alternative supplier. All claims will be dealt with on a repair or replacement basis only.

Evidence of expenditure must be provided on request.

Amount Payable

The maximum **we** will pay for any one incident is shown on **your** schedule for:

- any one claim
- any one item
- any one claim for theft from an unattended vehicle
- any one claim for sports and camping equipment
- any one claim for **money**
- any one claim for credit, bank, charge and cash dispenser cards.

For any Specified item or Pedal Cycle, the maximum **we** will pay is the sum insured for that item, as shown on **your** schedule.

Proof of Value

We will require proof of value or ownership when a claim is made. Therefore **we** recommend that **you** retain valuations, receipts, photographs, instruction manuals and guarantees to assist **us** in the event of a claim.

Section D - Optional Extra

Legal Protection and Identity Theft Protection

This section only applies if shown on **your** schedule.

Legal Protection and Identity Theft Protection is administered by ARAG plc on **our** behalf. ARAG plc is authorised and regulated by the Financial Conduct Authority registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

How to make a claim under Section D

- Please telephone 0117 917 1698 between 9.00am and 5.00pm Monday to Friday (other than Bank Holidays). **We** will take **your** details and send **you** (or **your family**) a claim form to complete and return to **us**. Alternatively **you** can find further details at www.arag.co.uk/newclaims
- A person claiming under this section must not under any circumstances instruct their own solicitor as the **insurer** will not pay their costs and it could stop a claim from being covered
- On receipt of a fully completed claim form **we** will assess circumstances to check that the claim is covered by this section. **We** can only help if it is more likely than not that any claim will be successful.

When **we** accept a claim, **we** will arrange for a representative to quickly contact **you** (or **your family**). If it appears that the dispute can be resolved through mediation and the other side agrees to this, **we** will make the necessary arrangements.

Where mediation is not suitable, a lawyer will try to resolve the dispute without delay. Matters cannot always be resolved quickly if the other side are slow to co-operate or a legal timetable is decided by the courts.

How to make a complaint under Section D

If **you** (or **your family**) have a complaint **you** should contact the Customer Relations Department at:

ARAG plc
9 Whiteladies Road
Clifton, Bristol
BS8 1NN

We will arrange to have the case reviewed at the appropriate level. **We** will do **our** best to address **your** concerns.

If the matter is not concluded to **your** satisfaction **you** can refer it to the Financial Ombudsman Service. Further details about the Financial Ombudsman Service are shown on page 7 of this **policy**.

Cancelling cover under this section

You have a 14 day reflection period in which to decide whether **you** wish to continue. Cancellation is fully explained in condition 7 (page 46) of this section.

Section D - Optional Extra

Definitions specific to Section D

In addition to **policy** definitions shown on pages 10 to 12 certain words or phrases are specific to this section and shall have the meaning shown below wherever they appear in Section D.

Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of **you** or **your family**.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **Appointed advisor** and **us** to pay their professional fees on the basis of "no-win, no-fee".

Conditional fee agreement

A legally enforceable agreement between **you** or **your family** and the **Appointed advisor** for paying their professional fees on the basis of "no-win, no-fee".

Communication costs

The cost of **United Kingdom** phone calls, postage (including special delivery) photocopying or faxes and credit reports where **you** or **your family** has taken advice from **our** Identity Theft Helpline and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

Geographical limits

- For Insured Events 2, 4 and 5 the **United Kingdom**, countries in the European Union, Norway and Switzerland
- For all other Insured Events, the **United Kingdom**.

Legal costs & expenses

- 1) Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
- 2) Reasonable experts' reports, reasonably and properly incurred by the **Appointed advisor**.
- 3) In civil claims, other side's costs, fees and disbursements where **you** or **your family** has been ordered to pay them or pay them with **our** agreement.
- 4) Reasonable accountancy fees reasonably incurred under Insured Event 6 by the **Appointed advisor** and agreed by **us** in advance.
- 5) **You** or **your family's communication costs**.

Limit of cover

The most **we** will pay in **legal costs & expenses** for all claims related by time or original cause shall be £50,000

The most **we** will pay for lost salary or wages under this section is £100 per day and £1,000 in total.

Section D - Optional Extra

Definitions specific to Section D (continued)

Reasonable prospects of success

In all claims **you** or **your family** must at all times throughout the progress of the claim, have a greater than 50% chance of successfully pursuing or defending a claim against another party. If **you** or **your family** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal prosecution claims where **you** or **your family**;

- plead guilty, there must be a greater than 50% chance of successfully reducing any sentence or fine or
- plead not-guilty, there must be a greater than 50% chance of that plea being accepted by the court.

In all claims involving an appeal, there must be greater than 50% chance of being successful.

Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014 or a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where the **policy** applies.

We/Us/Our

UIA (Insurance) Limited as the insurer, and for the purpose of administering claims under this section, shall extend to ARAG plc registered in England number 02585818.

Registered office:
9 Whiteladies Road, Clifton,
Bristol BS8 1NN.

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

Insured Events

These Insured Events are covered by Section D.

1. Employment

A dispute with **you** or **your family's** current, former or prospective employer relating to **you**/their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

You or **your family** are required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

⊗ We will not pay for:

- any dispute relating solely to personal injury
- defending any claim other than defending a counter claim or an appeal
- **legal costs & expenses** for an employer's internal disciplinary or an employees' grievance hearing
- a compromise agreement between **you** or **your family** and **you**/their employer, unless the claim has already been accepted by **us**.

We will be able to help **you** or **your family** to find a suitable solicitor to assist **you** or **your family** with this at **you**/their own expense

- any dispute where **you** or **your family** are entitled to apply for legal assistance with employment disputes from a trade union.

2. Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by **you** or **your family** for:

- buying or hiring consumer goods or services
- privately selling goods
- buying or selling **your home**
- renting **your home** as a tenant
- the occupation of **your home** under a lease.

⊗ We will not pay for:

- disputes with tenants or where **you** or **your family** is the landlord or lessor
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- **you** or **your family's** business activities, trade, venture for gain, profession or employment
- a contract dispute involving a motor vehicle

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

- a settlement due under an insurance **policy**
- disputes about construction work, or designing, converting or extending any **building** where the contract value exceeds £6,000 including VAT.

3. Property

A dispute relating to visible property which **you** or **your family** own following

- an event which causes physical damage to **you** or **your family's** visible property including **your home**
- a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

⊗ **We will not pay for:**

- the **excess** of £250 of any claim for nuisance or trespass; this is payable by **you** or **your family** as soon as **we** accept the claim

any claim relating to

- a) a contract entered into by **you** or **your family**
- b) any **building** or land other than **your home**
- c) a motor vehicle
- d) the compulsory purchase of, or demolition, restrictions or controls placed on **your** property by any government, local or public authority

- e) defending any dispute under an event which causes physical damage to **you** or **your family's** visible property including **your home** other than defending a counter claim or an appeal
- f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

4. Personal injury

A sudden event directly causing **you** or **your family** physical bodily injury or death.

⊗ **We will not pay for any claim relating to:**

- a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where **you** or **your family** have not sustained physical injury to **you**/their body
- defending any dispute other than defending a counter claim or an appeal.

5. Clinical negligence

A dispute arising from alleged clinical or medical negligence or malpractice.

⊗ **We will not pay for:**

- any claim relating to a contract dispute
- defending any dispute other than an appeal.

6. Tax

A formal aspect or full enquiry into **you** or **your family's** personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted.

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

⊗ **We will not pay for any claim relating to:**

- an investigation by the Fraud Investigation Service of HM Revenue & Customs
- tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
- a business or venture for **your** or **your family's** gain
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **you** or **your family's** financial arrangements
- any enquiry that concerns assets, monies or Wealth outside of Great Britain and Northern Ireland.

7. Legal defence

a) Work

An alleged act or omission by **you** or **your family** that arises from working as an employee and results in:

- **you** or **your family** being interviewed by the Police or others with the power to prosecute
- a prosecution being brought against **you** or **your family** in a court of criminal jurisdiction
- civil proceedings being brought against **you** or **your family** under unfair discrimination laws.

b) Motor

A motoring prosecution brought against **you** or **your family**.

c) Other

A formal investigation or disciplinary hearing being brought against **you** or **your family** by a professional or regulatory body.

⊗ **We will not pay for any claim relating to:**

- owning a vehicle or driving without motor insurance or driving without a valid driving licence
- a parking offence.

8. Loss of earnings

Your or **your family's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **Appointed advisor** or whilst on jury service which results in loss of earnings.

⊗ **We will not pay for:**

- loss of earnings in excess of £100 per day and £1,000 in total
- any sum which can be recovered from the court or tribunal.

9. Identity theft

A dispute arising from the use of **your** or **your family's** personal information, without permission, to commit fraud or other crimes provided that **you** or **your family** contact **our** Identity Theft Resolution Helpline as soon as it is suspected that **your**/their identity may have been stolen.

⊗ **We will not pay for:**

- any **money** claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

Section D - Optional Extra

Legal Protection and Identity Theft Protection

(continued)

Following an Insured Event **we** will pay **you** or **your family's legal costs & expenses** and **communication costs** up to the **limit of cover**, including the cost of appeals subject to the following requirements being met.

- **You** or **your family** keep to the terms of this section and co-operate fully with **us**.
- The Insured Event happens within the **geographical limit**.

The claim

- a) always has **reasonable prospects of success**
 - b) is reported to **us**
 - during the **period of insurance**
 - immediately after **you** or **your family** first become aware of circumstances which could cause a claim under this section.
- Unless there is a conflict of interest **you** or **your family** always agree to use the **Appointed advisor** chosen by **us** in any claim
 - a) to be heard by the small claims court and/or
 - b) before legal proceedings have or need to be issued.

Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

Section D - Optional Extra

Exclusions that apply to Section D

For all Insured Events under this Section,

⊗ We will not cover any claim arising from or relating to:

- **legal costs & expenses** incurred without **our** consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this section which **you** or **your family** believed or ought reasonably to have believed could lead to a claim under this section
- an amount below £100
- an allegation against **you** or **your family** involving
 - a) assault, violence or dishonesty, malicious falsehood or defamation
 - b) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - c) illegal immigration
 - d) offences under Part 7 of the proceeds of Crime Act 2002 (**Money** laundering offences).
- a dispute between **your family** members
- a deliberate or reckless act by **you** or **your family**
- a judicial review
- a dispute arising from or relating to clinical negligence except as provided for in Insured Event 5
- a dispute with **us** (or ARAG plc who administer claims under this section on **our** behalf) not dealt with under Condition 6, or the company that sold this **policy**
- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- radioactive, toxic, explosive or other hazardous properties any explosive nuclear assembly or nuclear component thereof
- war, invasion, act of foreign enemy hostilities (whether it was declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- any terrorist action (regardless of any other use or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If **we** decide that because of this exclusion **your** or **your family's** claim is not covered, the burden of proving the contrary shall be upon **you** or **your family**
- a group litigation order.

⊗ We will not pay for:

- fines, penalties or compensation awarded against **you** or **your family**.

Section D - Optional Extra

Conditions that apply to Section D (continued)

Where **our** risk is affected by **you** or **your family's** failure to keep to these conditions **we** can cancel this section, refuse a claim or withdraw from an ongoing claim. **We** also reserve the right to recover **legal costs & expenses** from **you** or **your family** if this happens.

1. Your responsibilities

You and **your family** must:

- tell **us** immediately of anything that may make it more costly or difficult for the **Appointed advisor** to resolve the claim in **your** or **your family's** favour
- cooperate fully with us, give the **Appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to **us**
- keep **legal costs & expenses** as low as possible
- allow **us** at any time to take over and conduct in **your** or **your family's** name, any claim.

2. Freedom to choose a lawyer

In certain circumstances as set out below **you** or **your family** may choose an **Appointed advisor**. In all other cases no such right exists and **we** shall choose the **Appointed advisor**

You or **your family** may choose an **Appointed advisor** if:

- a) **we** agree to start proceedings or proceedings are issued against an **insured**; or
 - b) there is a conflict of interest, except where **you** or **your family's** claim is to be dealt with by the **small claims court** in which case **we** shall choose the **Appointed advisor**
- Where the person claiming wishes to exercise the right to choose, they must write to us with their preferred representative's contact details. Where **you** or **your family** choose to use a preferred representative, **we** will not pay more than **we** agree to pay a solicitor from **our** panel
 - If **you** or **your family** dismiss the **Appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **Appointed advisor** refuses with good reason to continue acting for **you** or **your family**, cover will end immediately
 - In respect of a claim **you** or **your family** must enter into a **conditional fee agreement** or the **Appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3. Consent

You or **your family** must agree to **us** having sight of the **Appointed advisor's** file relating to **your** or **your family's** claim. **You** or **your family** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

Section D - Optional Extra

Conditions that apply to Section D (continued)

4. Settlement

We have the right to settle the claim by paying the reasonable value of **your** or **your family's claim**.

- **You** or **your family** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement
- **We** have the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between **you** or **your family** and an employer or ex-employer
- If **you** or **your family** refuse to settle the claim following advice to do so from the **Appointed advisor**, **we** reserve the right to refuse to pay further **legal costs & expenses**
- **You** or **your family** will have to settle **communication costs** arising from identity theft in the first instance and make a receipted claim to us for reimbursement.

5. Barrister's opinion

We may require **you** or **your family** to obtain and pay for an opinion from a barrister regarding the merits or value of the claim. If the opinion supports **you** or **your family**, **we** will pay for the opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on **you** or **your family** and **us**. This does not affect **your** or **your family's** right under Condition 6 (Disputes) below.

6. Disputes

If any dispute between **you** or **your family** and us arises from this section, **you** or **your family** can make a complaint to **us**

as described at the start of this section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** or **your family's** concerns **you** or **your family** can ask the Financial Ombudsman Service to arbitrate over the complaint. (Details shown on page 7)

7. Cancellation

Policyholders who have purchased this optional extension of cover, can cancel this section of the **policy**:

- a) within 14 days of the date of **policy** issue with a full refund of premium;
- b) or at any other time by giving us at least 21 days' written notice and **we** will refund part of the premium for the unexpired period: unless a claim has been or is later accepted by us in which case no return of premium shall be allowed
- c) where there is a valid reason for doing so, **we** may cancel this section of the **policy** at any time by giving at least 21 days' written notice to **you**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
 - i) where the party claiming under this **policy** fails to co-operate with or provide information to us or the **Appointed advisor** in a way that materially affects **our** ability to process a claim, or to defend **our** interests
 - ii) where the party claiming under this section uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers
 - iii) where **we** reasonably suspect fraud.

Section D - Optional Extra

Conditions that apply to Section D (continued)

8. Acts of Parliament & Jurisdiction

All Acts of Parliament within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This section will be governed by English Law.

9. Data Protection Act

You agree that any information provided to us regarding **you** or **your family** will be processed by **us** in accordance with the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may mean passing information to other parties.

10. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this section of the contract has no right to enforce the terms and conditions of this section of the contract under the Contracts (Rights of Third Parties) Act 1999.

This section of optional cover (Section D) gives **you** and **your family** access to:

- a 24hr, 365 day legal advice helpline covering any personal legal matter within **United Kingdom** and EU law
- a **United Kingdom** (excludes Isle of Man and Channel Islands) tax advice helpline available between 9.00am and 5.00pm Monday to Friday (except bank holidays).

Telephone 0333 000 7875 to access these

Identity Theft Advice and Resolution Service

Our identity theft advice helpline is open between 8.00am and 8.00pm seven days a week.

- This gives advice about keeping **your** identity secure and ID theft prevention tips
- Help with contacting the three credit reference agencies to review any incorrect data held and amend or dispute any incorrect data if personal information is used without **your** permission to commit fraud or other crimes
- Reimbursement of **communication costs** payable to reinstate **your** identity.

Telephone 0333 000 2083

Consumer Legal Services website

Visit www.araglegal.co.uk and register using this voucher code: AFE48BBE98B5.

Once registered **you** can log-on to the site at any time to:

- access the law guide
- download a free will and legal documents to help with personal matters.

Section E - Optional Extra

Home Emergency Cover

This section only applies if shown on **your** schedule.

This section is administered by ARAG plc on **our** behalf. ARAG plc is authorised and regulated by the Financial Conduct Authority under reference 452369 and this can be checked by visiting the FCA website at www.fca.org.uk/register

Claims Procedure

If **you** have an unforeseen emergency in the **home** please contact **us** on **0333 000 7970** quoting 504952 stating **you** are insured with Benenden Home Insurance. as soon as possible providing **us** with **your** name, address, postcode, and the nature of the problem.

We will record **your** details and then decide on the best course of action to limit **your** loss &/or repair the damage. If the incident relates to an emergency covered under this section **we** will instruct a member of **our** Emergency Contractor Network. Please note that adverse weather conditions and remote locations may affect normal standards of service.

If **you** are claiming for alternative accommodation **you** must obtain **our** authority to incur any costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.

It is important **you** notify **us** as soon as possible and do not call out **your** own contractors as **we** will not pay their costs and it could stop **your** claim being covered.

If the problem is not covered by this section then **we** can still provide assistance but at **your** own cost. This may also be an event covered by another section of this **policy** and **we** will seek to advise **you** accordingly.

Please note that **you** should report any major emergency which could result in injury or serious damage to the **home** to the Emergency Services or the company that supplied the service.

How to make a complaint under Section E

If a complaint arises, please contact **our** service centre on **0333 000 7970**. **Our** service centre will do their best to help **you**. If, in the course of discussions with them it becomes clear that the matter has not been resolved to **your** satisfaction, they will pass **your** complaint to **our** Customer Relations Department.

You will not have to contact **us** directly but **we** will contact **you** to let **you** know that **we** are reviewing **your** complaint, and will provide **you** at that point, with a copy of **our** complaints procedure (which is also available upon request). **We** will then let **you** know the outcome of **your** complaint.

Alternatively, if **you** wish to write to **our** Customer Relations department, the address is:

Customer Relations Department
ARAG plc
9 Whiteladies Road
Clifton,
Bristol BS8 1NN
or email
customerrelations@arag.co.uk

If the matter is not concluded to **your** satisfaction, **you** may refer it to the Financial Ombudsman Service. Further details about the Financial Ombudsman Service are shown on page 7 of this **policy**.

Section E - Optional Extra

Definitions specific to Section E

Central Heating Boiler

A boiler:

- a) located in **your home** (or connecting garage), and
- b) which has been serviced no more than twelve months prior to the date of **your home emergency**.

Contractor

The contractor or tradesman appointed by **us** to respond to **your home emergency**.

Emergency costs

- a) The **contractor's** call out charge
- b) **Contractor's** necessary labour up to 2 hours
- c) Parts and materials up to £100 where necessary
- d) Alternative accommodation costs incurred under Insured Event 8.

The most **we** will pay is £1,000 for all claims related by time or original cause.

Home

Your home situated within the **United Kingdom**.

Home Emergency

A sudden unexpected event which clearly requires immediate remedial action in order to:

- prevent damage or avoid further damage to the **home**, and/or

- render the **home** safe or secure, and/or
- restore the main services to the **home**, and/or
- alleviate any health risk to **you**.

Vermin

Brown or black rats, house or field mice and wasps' or hornets' nests.

We/Us/Our

UIA (Insurance) Limited as the insurer, and for the purpose of administering claims under this section, shall extend to ARAG plc registered in England number 02585818. Registered office: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

You/Your

You and anyone living in the **home**.

Your policy cover

Following an Insured Event which results in a **home emergency we** will pay **your emergency costs** provided that:

- 1) **you** have paid the insurance premium
- 2) the claim is reported to **us**
 - during the **period of insurance**
 - immediately after **you** first became aware of a **home emergency**
- 3) **you** always agree to use the **contractor** chosen by **us**.

Section E - Optional Extra

Definitions specific to Section E (continued)

Insured Events Covered

1. Main heating system

The total failure or complete breakdown whether or not caused by **Accidental damage**, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.

2. Plumbing & drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home**, which results in a **home emergency**.

3. Home security

Damage (whether or not accidental) to or the failure of external doors, windows or locks which compromises the security of **your home**.

4. Toilet unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the **home**.

5. Domestic power supply

The failure, whether or not caused accidentally, of the **home's** domestic electricity or gas supply.

6. Lost keys

The loss or theft of the only available keys if **you** cannot replace them to gain access to the **home**.

7. Vermin infestation

Vermin causing damage inside the **home** or a health risk to **you**.

8. Alternative accommodation costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the **home** unsafe, unsecure or uncomfortable to stay in overnight.

WHAT IS NOT INSURED BY THIS SECTION

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

1. **emergency costs** which have been incurred before **we** accept a claim
2. an **Insured Event** which happens within the first 48 hours if **you** take out this section at a different date from other sections under this **policy**
3. **emergency costs** where there is no one at **home** when the **contractor** arrives
4. any matter occurring prior to, or existing at the start of cover under this section, and which **you** believed or ought reasonably to have believed could give rise to a claim under this section
5. any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
6. a main heating system (including a **central heating boiler**) which is more than 15 years old
7. a) LPG fuelled, oil fired, warm air and solar heating systems; or
b) boilers with an output over 60Kw/hr

Section E - Optional Extra

Definitions specific to Section E (continued)

- ⊗ 8. the cost of making permanent repairs including any redecoration or making good the fabric of the **home**
- a) once the emergency situation has been resolved
 - b) arising from damage caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to **your home**
9. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
10. the failure to maintain any system or equipment or the replacement of parts that gradually wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
11. garages (except a **central heating boiler** located in a connecting garage), outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
12. the **home** being left **unoccupied** for more than 30 days consecutively
13. goods or materials covered by a manufacturer, suppliers or installers warranty
14. the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- ⊗ 15. any costs beyond **our** fair share (rateable proportion) if **you** can access emergency assistance under any other **policy** or if emergency assistance would have been available to **you** under another **policy** if this section of the **policy** did not exist
16. subsidence, landslip or heave
17. a property that is not **your** main residence or that **you** rent or let
18. blockage of supply or waste pipes to the **home** due to freezing weather conditions
19. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If **we** allege that by reason of this exclusion any liability or loss is not covered by this section, the burden of proving the contrary shall be upon **you**.

Section E - Optional Extra

Conditions that apply to Section E

Failure to keep to any of these conditions may lead **us** to cancel this section, or refuse a claim.

1. Your Responsibilities

You must:

- observe and keep to the terms of this section
- not do anything that hinders **us** or the **contractor**
- tell **us** immediately after first becoming aware of any **home emergency**
- tell **us** immediately of anything that may materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover **emergency costs** that **we** pay and pay **us** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow **us** at any time to take over and conduct in **your** name any claim, proceedings or investigation
- be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

2. Our Consent

We must give **you our** consent to incur any **emergency costs**. **We** do not accept any liability for **emergency costs** incurred without our consent.

3. Settlement

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this section without **our** agreement.

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault which has caused the Insured Event. Any inspection time that is required to trace, access or identify the cause of the Insured Event will be settled on the basis that the time is charged as labour costs.

4. Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described at the start of this section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service (see page 7) to review **your** complaint.

5. Fraudulent Claims

If **you** make any claim which is fraudulent or false, this section shall become void and all benefit under this section will be forfeited including the premium.

Section E - Optional Extra

Conditions that apply to Section E

6. Cancellation

Policyholders who have purchased this optional extension of cover, can cancel this section of the **policy**:

- a) within 14 days of the date of issue with a full refund of the insurance premium paid providing **you** have not made a claim which has been accepted.
- b) or at any other time by giving **us** at least 21 days' written notice. **We** will refund the premium for the unexpired period: unless **you** have notified a claim which has been or is subsequently accepted under this section in which case no return of premium shall be allowed.
- c) where there is a valid reason for doing so **we** may cancel the **policy** at any time by giving at least 21 days' written notice to **you**. **We** will refund part of the premium for the unexpired period. **We** will set out the reason for cancellation in writing.

Valid reasons may include but are not limited to:

- i) where the party claiming under this section fails to co-operate with or provide information to us or the **contractor** in a way that materially affects **our** ability to process a claim, or to defend **our** interests
- ii) where the party claiming under this section uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers
- iii) where **we** reasonably suspect fraud.

7. Jurisdiction

This section will be governed by English Law.

8. Data Protection Act

You agree that any information provided to **us** regarding **you** will be processed in accordance with the Data Protection Act 2018, for the purpose of providing insurance and handling claims, if any, which may mean passing information to other parties.

9. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this section of the contract has no right to enforce the terms and conditions of this section under the Contracts (Rights of Third Parties) Act 1999.

Exclusions which apply to Sections A, B and C of the policy

(Buildings, Contents and Personal Possessions away from home)

⊗ We will not pay for:

⊗ 1. Pollution and radioactive contamination and war risks

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

- ionising radiations from, or contamination by, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- any loss, damage or legal liability, directly or indirectly caused by, arising from, or contributed to by pollution or contamination unless caused by a sudden and unforeseen and identifiable accident and/or leakage of oil from any fixed heating installation within **your home**
- war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of, or damage to, property by or under the order of any government or public or local authority.

⊗ 2. Sonic bangs

- Any loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speed.

⊗ 3. Matching Items

The cost of replacing any undamaged item which forms part of a set or suite or any other undamaged item of a uniform nature, design, colour or style; when damage occurs only to another, separate, part of the set or suite or within a clearly delineated area and replacements cannot reasonably be matched. The **policy** cover applies only to those parts or areas which have been damaged or lost – so if, for example a bath is damaged by an insured event, then the **policy** will cover the repair or replacement of the bath itself; it would not also cover the replacement of an undamaged matching sink.

- **We** do appreciate that there will be occasions when **you** would also wish to replace the undamaged parts of a set or suite. Although this would not strictly be an insurance matter – there can be no valid claims for undamaged items – **we** may be willing to consider making a contribution towards the cost of replacing undamaged items that form part of a set or suite where other matching items have been damaged and replacements cannot be reasonably matched, as a gesture of goodwill.
- For the avoidance of doubt, some examples of matching sets, suites or other items would include – Bathroom Suites, Fitted Kitchens, Fitted Bedrooms, Carpets, Curtains, Three Piece Suites, Dining Tables & Chairs, Bedding, Sets of Matching Jewellery and Dinner Services.

Exclusions which apply to Sections A, B and C of the policy

(Buildings, Contents and Personal Possessions away from home)

⊗ 4. Maintenance, gradually operating causes and pre-emption losses

- Any costs relating to maintenance and normal redecoration
- Any loss or damage, liability or injury that happened before the first period of insurance
- Any loss or damage arising from wear and tear or any other gradually operating cause including, depreciation, corrosion, mildew, wet or dry rot, fungus or the action of light, climate or atmosphere
- Any loss or damage resulting from wilful neglect by **you**, any member of **your family** or **your** paying guests, lodgers or tenants
- The cost of reconstituting recordings or data on any audio, visual or computer media
- Any loss or damage caused by confiscation, detention or seizure by customs, police or other officials.

⊗ 5. Terrorism

Any loss, damage, liability, cost or expense of any nature, directly or indirectly caused by, resulting from, or in connection with:

- a) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss

b) any action taken in controlling, preventing, suppressing or responding to any act of terrorism

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

⊗ 6. Loss of Value

- **We** will not pay for loss in value of property, other than as stated in Settling claims under Section A of this **Policy**, item (ii), if the claim is to be settled in the way stated.

⊗ 7. Deliberate or Criminal Acts

- **We** will not pay for loss or damage deliberately caused by **you** or **your family** or any tenant or lodger, or arising from any criminal act by **you** or **your family**.

⊗ 8. Asbestos Contamination

- **We** will not pay for any costs associated with asbestos contamination including any clean-up costs unless they form part of the repair work necessary after the operation of any insured event.

Exclusions which apply to Sections A, B and C of the policy

(Buildings, Contents and Personal Possessions away from home)

⊗ 9. Financial Loss

- Any cost or financial loss incurred by **you** or **your family** that has been indirectly caused by the event that led to **your** claim. For example, if **you** take time off work to deal with matters arising from a claim, **we** will not cover any loss of earnings.

have been advised that this **policy** is covering a property which is protected by an alarm and in fact this is not the case, then this may invalidate any claim **you** make for theft, attempted theft or malicious damage.

⊗ 10. Moths, vermin, woodworm, insects or infestations

- Any loss or damage caused by moths, vermin, woodworm, insects or infestations.

⊗ 11. Burglar Alarm not being put into operation

- When **you** first took out this **policy we** asked **you** whether **you** had a burglar alarm installed at the **premises** and whether it is in full working order and is put into operation whenever the **premises** are left with nobody in, or whenever **you** and **your family** go to bed for the night. If **you** confirmed to **us** that **you** do have an alarm and that it is used as above, then **we** issued this **policy** on that basis; i.e. that **we** had been asked to insure a property that was protected by an alarm and that alarm was put into full operation whenever the **premises** are left with nobody in or whenever **you** and **your family** go to bed for the night.
- Confirmation of **your** answer to the alarm question can be found in the Statement of Facts issued to **you** when **you** first took out this **policy**. **You** may request a copy of this document at any time.
- If the situation changes; if **you** no longer have an alarm, or if it is no longer operational, or if it is no longer put into use as above, **you must** inform **us**. If **we**

Conditions which apply to Sections A, B and C of the policy

(Buildings, Contents and Personal Possessions away from home)

1. **We** will not pay any claim unless **you** and **your family** comply with the **policy** terms, endorsements and warranties at all times.
2. **You** and **your family** must take all reasonable precautions to prevent loss, damage or accidents and to mitigate any loss or damage which does occur.
3. **You** must keep the **buildings, contents** and all other property which is insured by this **policy** in good repair.
4. **You** may cancel this **policy** at any time by contacting **us** either by telephone on **0800 414 8556** or in writing to:
Customer Relationship Manager,
Benenden Home Insurance, Kings Court,
London Road, Stevenage, SG12TP.
 - If **you** wish to cancel the **policy** within the first 14 days of the **period of insurance**, **we** will refund the premium **you** have paid to **us** in full and **we** will treat the insurance as null and void.
 - If **you** wish to cancel the **policy** after the first 14 days of the **period of insurance**, then, if a claim is made, then no refund of premium will be due. So long as **you** have made no claims in the period and have not said that **you** are going to claim during the **period of insurance**, **we** will return **your** premium for that part of the **period of insurance** that is left. If a claim is made, then no refund of premium will be due.
5. **We** may cancel this **policy** at any time by writing to **you** seven days beforehand at **your** last known address. **we** may refund part of **your** premium in the same way as number 4 above.
6. If **you** pay premiums for this **policy** by monthly direct debit from **your** bank account and **we** do not receive a monthly premium payment when it is due, **we** will re-submit the unpaid premium for payment.

Should the premium remain unpaid after the second application, **we** will cancel the direct debit and write to **you** requesting full payment of the remaining premium within 10 days.

Should the full premium not be paid within 10 days of the written notice of non-payment, the **Policy** will be cancelled immediately upon expiry of such notice.

If **you** are paying **your** premium by instalments and **we** pay (or agree to pay) a claim under the **policy**, then **you** must pay the premium outstanding up to the end of the **period of insurance**. Provided that the **policy** remains in force, instalments can be collected in the normal way. If the **policy** is cancelled prior to the end of the **period of insurance** and a claim has been paid (or agreed to be paid) then the full balance of the premium due up until the end of the **period of insurance** must be paid. If it is not, **we** can deduct the amount **you** owe **us** from any claim **we** pay.
7. **You** must tell **us** of any changes in **your** circumstances that could affect this insurance (see the 'Important Notice' on page 4 for some examples of changes that **we** need to be made aware of).
8. If there are two or more policyholders named on the **policy**, any individual policyholder can amend the **policy** or make a claim. Should **you** wish to

Conditions which apply to Sections A, B and C of the policy

(Buildings, Contents and Personal Possessions away from home)

remove a policyholder from the **policy**, **we** will require confirmation of this from that **policyholder** or confirmation in writing from the executors of that policyholder if he or she is deceased. If the **policy** is to be cancelled, **we** will require confirmation of this from all the named policyholders.

9. **You** must take reasonable care to provide complete and accurate answers to the questions **we** ask **you** when purchasing **your policy**. Please tell **us** straight away about any changes to the information **you** have provided, as shown in **your policy schedule**.

10. **Surveys**
For **our** mutual benefit, **we** retain the right to survey the **buildings** and contents during the **period of insurance**, at **our** cost. If **we** wish to do so, **we** will advise **you** of this in writing and **we** or **our** representatives will contact **you** to arrange a mutually convenient appointment.

Claims Conditions which apply to Sections A, B and C of the policy

(Buildings, Contents and Personal Possessions away from home)

You should note that any failure to comply with these conditions may mean that **we** are unable to deal with **your** claim.

1. Telling us about a claim

Damage to your own property

When **you** become aware of a possible claim under this **policy you** must notify **us** immediately and no later than 7 days after discovering the damage. A delay in notifying **us** could result in further damage to **your** property, which may then be excluded under the terms of this **policy**. If there has been a theft, attempted theft or a malicious act **you** must inform the Police at once and obtain a crime reference number from them. If the incident is not reported to the Police, **we** will not be able to consider any claim. If any item is lost, **you** should also report this to the Police and obtain a loss reference number.

Claims against you for injury or damage

If **you** receive any legal letter of claim alleging negligence on **your** part, or seeking compensation from a solicitor acting for the person who has allegedly been injured or whose property **you** have allegedly damaged, **you** must forward it to **us** immediately unanswered. There are very short time frames with which **we** must comply if **we** are to be able to defend the claim on **your** behalf and, in some circumstances, **we** have to legally respond within 48 hours.

If **you** fail to notify **us**, it is likely that the solicitors will issue proceedings and if there has been a delay which has prejudiced **our** position, **we** may refuse to indemnify **you**.

We have strictly limited time (in some cases as little as 40 days) in which to investigate a claim after acknowledging the letter from the solicitors and **you** must provide all assistance, documents and other evidence which **we** ask for in order that **we** may comply with the legal requirements and consider the claim within the legally stipulated time frames.

You must not admit, deny or negotiate any claim without our express written consent. If you do so without our consent, you may invalidate your claim.

2. Your duties

You must, at **your** expense, give us all details and evidence that **we** may need, including written estimates, proof of ownership and valuations.

You must allow **us** or **our** nominated representatives to:

- a) enter and inspect any part of the **building** where loss or damage has occurred
- b) take and keep any of the property insured for which a claim is made; and
- c) deal with any salvage in a reasonable manner.

You may not abandon any property to **us**.

You must not dispose of or repair any property without **our** consent.

You must follow the procedures outlined in Section 1 above for claims made against **you** by another person.

Claims Conditions which apply to Sections A, B and C of the policy

(Buildings, Contents and Personal Possessions away from home)

3. Other insurances in force

If, at the time of any loss or damage which is covered by this **policy**, there is another insurance in force that also covers the loss or damage, **we** will not pay more than **our** rateable proportion of any claim. (This point does not apply to any claim made under the Personal Liability cover forming part of Section B – Contents of this **policy**. Please see pages 31 to 32 of this booklet for the conditions and exclusions applicable to Personal Liability cover).

4. Subrogation

If **we** wish, either before or after paying a claim under this **policy**, **we** may ask **you** to take all action needed to enforce **your** rights against any other person, or **we** may take the action in **your** name. **We** will pay the costs and expenses of all such action.

5. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes any claim under this **policy** knowing that the claim is false or fraudulent in any way, or to any extent, this **policy** will be cancelled with effect from the date of the claim. **You** will lose all rights to make a claim.

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

- check **your** personal data against counter fraud systems;
- use **your** information to search against publicly available and third party resources and use fraud tools including undertaking claims history checks;

- share information with other organisations including, but not limited to, the Police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.
- if **you** do provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in **your** case being referred to the Police and to fraud prevention databases and agencies. **You** may face fines or criminal prosecution.

Notes

Notes

Notes

Any questions just give us a call



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