

## Contents

### Page

- 2 Your Home Insurance
- 3 Your Home Policy Documents
- 4 Definitions
- Home Buildings Cover and Property
   Owners Liability Cover
- 11 Home Contents Cover, Property Occupiers and Personal Liability and Tenants Cover
- 18 Personal Possessions and Money Cover
- 19 General Exceptions to Policy Cover
- 20 General Conditions
- 21 Claims Conditions and How We Settle Claims
- 22 Customer Care

### **Your Home Insurance**

Our Home 'Options' Insurance policy is designed to provide complete peace of mind for homeowners. It is:

- underwritten by a leading UK insurance company
- serviced by our UK-based claims and premium administration

so should disaster or misfortune strike *you* are protected by outstanding customer service and financial security.

*Your* policy provides the Covers for the period of insurance shown on the Schedule, subject to *you* having paid or agreed to pay the premium to *us*.

To ensure that this policy meets your needs, the cover which you request must be sufficient for the full replacement value of all your personal property which is insured. If you are in any doubt about the scope and level of insurance cover which you need, please consult your insurance broker who arranged this insurance and will be able to assist you. Also please remember to review your insurance requirements from time to time – in particular when you make major purchases, acquisitions, investments or alterations around your home – to ensure that your cover remains adequate.

If your circumstances change in any way which might affect the insurance risk – such as a change in the occupancy or physical condition or ownership of your home or possessions – you must tell us or your insurance broker. For full details of the information which affects the insurance risk, please refer to the Statement of Facts which forms part of the policy documents.

This policy is arranged by *your* insurance broker whose contact details appear on the Schedule.

This policy is marketed and serviced by Broker Direct Plc and is underwritten by Zenith Insurance.

Broker Direct Plc is registered in England, No. 2958427. Registered Office: Deakins Park, Hall Coppice Road, Egerton, Bolton, BL7 9RW. Authorised and regulated by the Financial Services Authority. Zenith Insurance is a trading name of Zenith Insurance plc, registered in Gibraltar (No. 84085) with registered office address at 846-848 Europort, Gibraltar and is regulated by the Gibraltar Financial Services Commission and subject to a limited regulation by the Financial Conduct Authority in respect of underwriting business in the UK (register number: 211787).



### **Your Home Policy Documents**

Insurance policies are legal contracts and *your* insurance documents serve as evidence of the contract *you* have made with *us*. To understand exactly what cover *we* are providing to *you*, the following documents need to be read in conjunction with each other:

**Policy Wording** (this document) – This is *our* standard cover and details what is insured and what is excluded by the various Covers and the Conditions which apply.

**Endorsements** – These amend or supplement the standard cover shown in the Policy Wording.

**Schedule** – This contains details of *you*; the property insured and the Covers, sums insured and excesses which apply to *your* policy; the period of insurance and the premium.

**Statement of Facts** – This records the information on which this contract of insurance is based (a new Statement of Facts will be sent to *you* whenever *your* broker processes a change to this information, and at renewal).

Remember, you must tell us if this information changes. If you do not, your policy may not be valid and we may not pay any claims you make.

**Renewal Notice** – This sets out any changes to the Policy Wording, Schedule and Endorsements which apply from renewal date.

Please read and check these documents very carefully and keep them in a safe place. If you have any questions about cover, please contact your insurance broker immediately.

If during the period of insurance the cover provided by *your* insurance policy is changed, replacement documents incorporating the changes will be issued.

### **Definitions**

Certain words have specific meanings where they appear in this policy. These words are printed in bold italic type in the Policy Wording; their meanings are shown below.

**We/us/our** – the authorised insurers, named on the Schedule (Broker Direct Plc will administer the policy and handle claims on behalf of the authorised insurers).

**You/your** – the person(s) named in the Schedule as the Policyholder(s).

**Accidental** – sudden, unexpected, and not caused deliberately by *you*.

**Buildings** – the main structure of *your home*, including:

- its permanent fixtures and fittings;
- its domestic outbuildings and private garages;
- ornamental ponds or fountains, swimming pools and tennis courts;
- central heating fuel tanks, cesspits and septic tanks;
- fences, gates, hedges, lampposts, railings and walls;
- $-\ drives, paths, patios\ and\ terraces;$

but not satellite television receiving equipment, nor television and radio aerials.

**Contents** – household goods and *personal possessions* used mainly for private purposes, which belong to or are the legal responsibility of *you* or *your family*, including:

- valuables;
- satellite television receiving equipment and television and radio aerials;
- money;
- Office equipment owned by you or for which you are legally responsible and used for your business, profession or trade but not including tools of trade:
- oil or metered water;

### but not:

- vehicles and craft and their accessories other than removable audio and satellite navigation equipment not in the vehicle or craft;
- deeds and documents other than driving licences, passports or proof-of-age cards;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals:
- any part of the structure, decorations or permanent fixtures and fittings;
- items *you* have insured more specifically by any other policy.

**Excess** – the first amount of any claim for which *you* are responsible.

**Family** – any of *your* husband, wife or domestic partner, children, relatives or other people (other than tenants or paying guests) permanently living in *your home*.

**Home** – the residential landed property where *you* live at the address shown on the Schedule, used for domestic and clerical business purposes only.

**Limit** – the maximum amount which will be paid out, after the application of any *excess*.

**Market Value** – the cost to purchase the same or equivalent property as new from a competitive retail source; including the value of any unexpired and irrecoverable portion of guarantees or warranties applying to the original property.

If it is not possible to source the same or equivalent property as new:

The estimated cost of equivalent or similar property in alternative markets for previously-owned property.

**Period of Insurance** – the period shown on *your* schedule and any further period for which *you* have paid or have agreed to pay and *we* have accepted or have agreed to accept *your* premium.

**Money** – cash, cheques, postal or money orders, postage stamps, savings stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens, all held for personal or charitable purposes.

**Personal Possessions** – clothes and items of a strictly personal nature likely to be worn, used or carried about the person, including *valuables*, belonging to or the legal responsibility of *you* or *your family*.

**Unoccupied** – not permanently lived in by *you* (or by a person authorised by *you*) for more than 30 days in a row; or – without enough furniture for normal living purposes for more than 30 days in a row.

**Valuables** – any articles of gold, silver or other precious metal, jewellery, precious stones, watches, furs, pictures or other works of art, collections of stamps or coins.

**Vehicles and Craft** – any electrically- or mechanically-powered vehicles (including motor cycles, childrens' motorcycles, childrens' motor cars, quad bikes, and childrens' quad bikes), caravans, trailers, watercraft including surfboards, land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golftrolleys or wheelchairs, battery-operated or pedestrian-operated models or toys).

**What is Covered** – the types of loss, damage, and liability for which *you* are entitled to claim under this insurance, subject to the exceptions set out in *What is Not Covered* and the General Exceptions and the General and Claims Conditions.

**What is Not Covered** – the types of loss, damage and liability for which *you* may not claim.



# Home Buildings Cover

This part of the policy sets out the cover we provide for the buildings unless the Schedule states 'Not insured'.

Every cover is subject to an excess, which is set out on the Schedule. Where cover is subject to a *limit*, the *limit* is set out in the Endorsements to the Schedule: otherwise the maximum amount to be paid is the sum insured less any applicable excess.

N.B. we do not cover 3, 4, 5, 6, 12 (and 16 if included) when your home is unoccupied.

V	Vhat is Covered	V	What is Not Covered
	mage to the <i>buildings</i> caused the following:		
1.	Fire, lightning, explosion, earthquake or smoke.	1.	Damage by smoke from air pollution.
2.	Stormorflood.	2.	Damage to fences, hedges or gates.
			Damage caused by rising groundwater levels.
3.	Theft or attempted theft.	3.	Damage when <b>your home</b> is lent, let or sub-let to anyone other than <b>your family</b> , unless force and violence have been used to get into or out of <b>your home</b> .
4.	Freezing of water in fixed water or fixed heating systems. Water or oil escaping from washing machines, dishwashers, fixed water or fixed heating systems.  Trace and access: the cost of removing then repairing or reinstating any part of the buildings when this is necessary to find the source of a water leak from any fixed water system or appliance which is causing damage to the buildings.	4.	Damage to the appliance or system from which the water or oil escapes unless freezing causes the damage
			Damage caused by sulphate reacting with any material, from which the <i>buildings</i> are constructed.
			Damage by water escaping which results in subsidence movement, settlement or shrinkage of any part of the <i>buildings</i> or of the land belonging to <i>your home</i> .
			In respect of trace and access, any amount above the <i>limit</i> shown in the Endorsements.
5.	Riot, civil commotion.		
6.	Malicious acts or vandalism.	6.	Damage when <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless force and violence have been used to get into or out of <i>your home</i> .

V	Vhat is Covered	V	Vhat is Not Covered
7.	Subsidence or heave of the site on which the <i>buildings</i> stand or of land belonging to <i>your home</i> , or landslip.	7.	Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless the main house is damaged by the same cause and at the same time.
			Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of the <i>buildings</i> are damaged by the same cause and at the same time.
			Damage caused by structures bedding down or settlement, shrinkage or expansion.
			Damage caused by the coast or a riverbank being worn away.
			Damage caused by or from demolition, alteration or repair to <i>your home</i> .
			Damage caused by sulphate reacting with any materials from which the <i>buildings</i> are constructed.
8.	Falling trees or branches.	8.	Damage to fences, hedges or gates.
			${\tt Damage caused during tree felling, lopping or topping.}$
9.	Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.	9.	The items causing the damage (but see contents definition).
10.	Impact involving vehicles, aircraft or anything dropped from them, or animals.		
Ina	addition <i>you</i> are covered for the following:		
11.	Accidental breakage of drains and pipes and accidental damage to cables and underground tanks which are used to provide services to or from your home and for which your family is legally responsible.	11.	Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.

### What is Covered

If following a blockage, normal methods of releasing a blockage between the main sewer and *your home* are unsuccessful, *we* will pay the cost of breaking into and repairing the pipe.

### **What is Not Covered**

Damage by water escaping which results in subsidence, movement, settlement or shrinkage of any part of the *buildings* or of the land belonging to *your home*.

Damage by any cause listed elsewhere in the Home Buildings Cover and which is excluded specifically under that cause.

Damage caused by the coast or a riverbank being worn away.

Damage caused by or from demolition, alteration or repair of *your home*.

Damage caused by or from poor or faulty design, workmanship or materials.

Damage caused by sulphate reacting with any materials from which the *buildings* are constructed.

- Accidental breakage of glass, ceramic hobs or sanitary ware fixed to and forming part of your home.
- ${\it 12.} \quad {\it The replacement cost of any other part of the item}.$
- 13. Fees and related costs incurred in repairing or replacing damaged parts of the buildings, provided the damage is covered under your policy and subject to our prior agreement.

We will pay for:

- architects, engineers, surveyors and legal fees;
- the cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the buildings;
- the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of the buildings are repaired or replaced.

 Any fees and costs you have to pay for preparing or furthering any claim.

Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if *you* were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of the *buildings*.

In respect of removing debris, demolition, shoring up or propping up and taking away any damaged parts of the *buildings*, any amount above the *limit* shown in the Endorsements.

### **What is Covered**

been completed.

# 14. Cover while you are selling your home. If between the date you exchange contracts and the date you complete the sale, the buildings are damaged by anything insured under causes 1-12 above (and 16 below if included) of this Cover, the buyer shall be entitled to the benefit of this Cover once the sale has

### **What is Not Covered**

- 14. This Cover does not apply if insurance of the buildings of your home has been arranged by or for the buyer.
  Damage by any cause listed elsewhere in the Home Buildings Cover and which is excluded specifically under that cause.
- If your home is uninhabitable as a result of insured damage to the buildings caused by 1-12 above (and 16 below if included), we will pay:
  - the reasonable additional cost of similar short-term accommodation for you and your family and also for any pets living with you;
  - rent *you* would have received but have lost including ground rent.

- Any costs your family would have to pay once your home becomes habitable again.
  - Any costs *you* agree to pay without *our* written permission.
  - The cost of alternative accommodation for anyone who is not a member of *your family*.
  - Any amount above the *limit* shown in the Endorsements.
  - Any cost covered by another policy.

If the Schedule states "Accidental damage included", the following additional cover is provided for the buildings:

16. Accidental damage to the buildings.

16. Damage when *your home* is lent, let or sub-let to anyone other than *your family*.

Damage caused by rising groundwater levels.

Damage by or from subsidence, heave, landslide, movement, settlement or shrinkage of any part of the *buildings* or of any land belonging to *your home*.

Damage by any cause listed elsewhere in the Home Buildings Cover and which is excluded specifically under that cause.

Damage caused by the coast or a riverbank being worn away.

Damaged caused by or from demolition, alteration or repair to *your home*.

Damage caused by sulphate reacting with any materials from which the *buildings* are constructed.

# Legal Liability

As well as insuring the buildings, we provide the following cover:

### What is Covered

- 17. The legal liability of you or your family as owner of your home, to pay damages and costs to others which arise from any single event occurring during the insurance period which result in:
  - accidental death, disease, illness or accidental physical injury to anyone;
  - *accidental* damage to physical property.

### **What is Not Covered**

Anything owned by or the legal responsibility of you or your family.

Injury, death, disease or illness to or of you or your family (other than your domestic employees who normally live with you).

Liability arising from any employment, trade, profession or business of *you* or *your family*.

Liability accepted by *you* or *your family* under any agreement, unless the liability would exist without the agreement.

Liability covered by any other policy.

Any amount above the *limit* shown in the Endorsements plus defence costs agreed by *us* in writing.

Liability for injury or damage resulting from land or buildings nearly always attaches to the occupier, rather than the owner. If you are the owner and occupier, insurance against your liability as occupier is not provided by the Home Buildings Cover of this policy and you should ensure you have a contents insurance which provides you with the occupier's liability insurance you require.

- 18. Legal liabilities which result from the ownership of any private residence previously occupied by you and insured by us and which arise because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as long as you do not have this cover under another policy.
- 18. Any private residence previously owned and occupied by *you* in which *you* still hold legal title or have an interest.
  - Any incident which happens more than 7 years after the last day of the last insurance period in respect of any private residence previously insured by us and owned and occupied by you.

Anything owned by or the legal responsibility of *you* or *your family*.

Injury, death, disease or illness to or of you or your family (other than your domestic employees who normally live with you).

Liability arising from any employment, trade, profession or business of *you* or *your family*.

Liability accepted by **you** or **your family** under any agreement, unless the liability would exist without the agreement.

Liability covered by any other policy.

Any amount above the *limit* shown in the Endorsements plus defence costs agreed by *us* in writing.

## Home Contents Cover

This part of the policy sets out the cover we provide for the contents unless the Schedule states "Not insured".

Every cover is subject to an *excess*, which is set out on the Schedule. Where cover is subject to a *limit*, the *limit* is set out in the Endorsements to the Schedule: otherwise the maximum amount to be paid is the sum insured less any applicable *excess*.

N.B. We do not cover 3, 4, 5, 6, 14, 15, 18, 19 (and 21 if included) when your home is unoccupied.

What is Covered  Loss of or damage to the contents of your home caused by the following:		V	What is Not Covered
			In respect of <i>contents</i> in the open and <i>contents</i> in any garage or out-building, any amount above the relevant <i>limit</i> shown in the Endorsements.
1.	Fire, lightning, explosion, earthquake or smoke.	1.	Damage by smoke from air pollution.
2.	Stormorflood.	2.	Contents in the open.
			Damage caused by rising groundwater levels.
3.	Theft or attempted theft.	3.	Contents in any garage or outbuilding unless force and violence have been used to get into or out of the buildings.
			Loss or damage while <i>your home</i> is lent, let or sublet to anyone other than <i>your family</i> unless force and violence have been used to get into or out of the <i>buildings</i> .
			Loss by deception unless the only deception was someone tricking their way into <i>your home</i> .
			Loss of <i>money</i> (i) unless force and violence have been used to get into or out of the <i>buildings</i> ; and (ii) any amount above the <i>limit</i> shown in the Endorsements.
			Loss or damage while <i>your home</i> is used to receive visitors or paying guests in connection with <i>your</i> business.
4.	Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.	4.	Damage to the appliance or system from which the water or oil escapes.
	Oil escaping from a fixed heating system.		
5.	Riot, civil commotion.		
5.	Not, civil commotion.		

٧	/hat is Covered	V	Vhat is Not Covered
6.	Malicious acts or vandalism.	6.	Loss or damage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> unless force and violence have been used to get into or out of the <i>buildings</i> .
7.	Subsidence or heave of the site on which the <i>buildings</i> stand or of land belonging to <i>your home</i> , or landslip.	7-	Damage caused by solid floors moving unless the foundations of the outside walls of the buildings are damaged by the same cause and at the same time.  Damage caused by structures bedding down or settlement of newly made up ground.  Damage caused by the coast or a riverbank being worn away.  Damage caused by or from demolition, alteration or repair to your home.
8.	Falling trees or branches.	8.	${\tt Damage caused during tree felling, lopping or topping.}$
9.	Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.	9.	The items causing the damage (which are otherwise subject of Home Contents Cover).
10.	Impact involving vehicles, aircraft or anything dropped from them, or animals.		
- In a	ddition, you are covered for the following:		
11.	Accidental damage to TV, satellite, video, audio entertainment equipment and computer equipment in your home.	11.	Damage while <b>your home</b> is lent, let or sub-let to anyone other than <b>your family</b> .
			Damage by water entering <i>your home</i> other than by storm or flood.
			Damage to laptop computers, mobile phones, computer software, handheld computers, electronic toys, musical instruments, records, tapes, discs, CDs, DVD's and computer games.
			Damage by any cause listed elsewhere in the Home Contents Cover and which is excluded specifically under that cause.

W	/hat is Covered	V	Vhat is Not Covered
12.	Accidental breakage of mirrors, ceramic hobs in free-standing cookers or glass which forms part of your furniture.	12.	The replacement cost of any part of the item other than the broken glass.  Breakage while <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> .
13.	Accidental loss of keys to the doors of your home or to safes and alarms in your home.	13.	Any amount above the <i>limit</i> shown in the Endorsements.
	At <i>our</i> option <i>we</i> will pay for:		
	- buying new keys; or		
	- changing parts of the locks; or		
	- replacing the locks.		
14.	Accidental loss of metered water, liquid petroleum gas or oil at your home.	14.	Loss by any cause listed in the Home Contents Cover and which is excluded specifically under that cause.
			Any amount above the <i>limit</i> shown in the Endorsements.
15.	Wedding Gifts		
	For one month before and one month after the wedding day of any of your family the sum insured for contents is increased by the amount shown in the Endorsements.		
16.	Christmas Seasonal Increase		
	During the month of December the sum insured for <i>contents</i> is increased by the amount shown in the Endorsements.		
17.	The cost of replacing food in a freezer in your home which has been spoilt by an accidental change in temperature in	17.	Loss or damage by an electricity or gas supplier deliberately cutting off or reducing the supply to <i>your home</i> .
	your freezer.		Any amount above the <i>limit</i> shown in the Endorsements.

hat		

# 18. If your home is uninhabitable as a result of insured damage to contents caused by 1-10 above (and 21 below if included), we

will pay the reasonable additional cost of similar short-term accommodation for you or your family and also for any pets living with you.

### **What is Not Covered**

18. Any costs you or your family would have to pay once your home becomes habitable again.

Any costs *you* or *your family* agree to pay without *our* written permission.

The cost of alternative accommodation for anyone who is not a member of *your family*.

Any amount above the *limit* shown in the Endorsements.

19. You or your family's liability under the terms of any credit card cheque card or cash dispenser card agreement as a direct result of its theft from your home and following its unauthorised use by any person not related to or residing with you.

 Any loss unless you or your family have complied with the terms and conditions of the issuing authority.
 Any loss or claim due to accounting errors or omissions.

Any amount above the *limit* shown in the Endorsements.

20. Loss of or damage to *contents* while they are moved temporarily to other premises within the British Isles caused by:

Any amount exceeding the *limit* shown in the Endorsements.

Contents in the open.

Loss or damage if the premises where **contents** are kept temporarily are left for more than 30 days in a row without any person residing, living or working there.

(i) Damage by smoke from air pollution.

- (i) Fire, lightning explosion, earthquake or smoke.
- (ii) Stormorflood.
- (iii) Theft or attempted theft using force and violence to get into or out of the premises where contents are kept temporarily.
- (iv) Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.

	(v)	Riot, civil commotion.				
	(vi)	Malicious acts or vandalism.				
	(vii)	Falling trees or branches.				
	(viii)	Breakage or collapse of aerials or satellite receiving equipment, their fittings or masts.		(viii) The items causing the damage.		
	(ix)	<ul> <li>Impact involving vehicles, aircraft or anything dropped from them, or animals.</li> </ul>				
		nedule states 'Accidental damage inclu contents:	ıded',	the following additional cover is provided		
21.	Acci	idental damage to the contents de the buildings of your home.	21.	Damage to clothing.		
	inside the <i>buildings</i> of <i>your home</i> .			Deterioration of food.		
				Damage when <i>your home</i> or any part of <i>your home</i> is lent, let or sub-let to anyone other than <i>your family</i> .		
			Damage caused by rising groundwater levels.			
				Damage which is excluded elsewhere in the Home Contents cover.		
Ina	dditic	on <i>you</i> are covered for the following:				
22.	Accidental damage or loss while a professional removal firm is moving contents from your home directly to your new permanent home in the British Isles.	22.	Damage to china, glass or pottery or other items of a similar nature which are fragile, unless they have been packed by professional packers.			
			Loss or damage while <i>contents</i> are in storage or being moved to or from storage.			
				Loss of money, jewellery, watches, furs, items of gold or platinum, precious stones and deeds or other		

**What is Not Covered** 

**What is Covered** 

# Legal Liability

As well as insuring your contents, we provide the following cover:

### What is Covered

- 23. The legal liability of you or your family:
  - as occupier of your home;
  - as individuals:
  - as an employer of any of *you* or *your family*'s domestic employees;

to pay damages and costs to others which arise from any single event occurring during the insurance period which results in:

- accidental death, disease, illness or accidental physical injury to anyone;
- accidental loss of or physical damage to property, occurring during the period of insurance in;
  - The British Isles
  - Anywhere else in the world for temporary visits.

### **What is Not Covered**

23. Liability for anything owned by or the legal responsibility of *you* or *your family*.

Liability caused by any dog described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.

Liability for injury, death, disease or illness to you or your family (other than your domestic employees who normally live with you).

Liability arising from any employment, trade, profession or business of *you* or *your family*.

Liability arising from *you* or *your family* passing on any disease or virus.

Liability arising from the ownership or use of:

- any motor vehicle, including children's vehicles (other than garden machinery or wheelchairs), whether licensed for road use or not:
- any boat, wetbike, sand yacht, hovercraft, aircraft or train (other than hand propelled boats and models);
- gliders, hang-gliders, caravans or trailers;
- land or buildings.

Liability accepted by *you* or *your family* under any agreement, unless such liability would exist without the agreement.

Liability covered by any other policy.

Any amount above the *limit* shown in the Endorsements plus defence costs agreed by *us* in writing.

- 24. Tenants Cover if you are the tenant of your home, we will pay for loss or damage caused by events 1-6 and 8-13 under the Home Buildings Cover to any:
  - fixtures and fittings, greenhouses and sheds you have installed at your home and for which you are responsible;
  - part of the structure, decorations, fixtures and fittings of your home for which you are responsible as a tenant under a tenancy agreement.

- ${\tt 24. \ Loss\, of\, or\, damage\, to\, gates, hedges\, and\, fences.}$ 
  - Any amount above the *limit* shown in the Endorsements

### **What is Covered**

- 25. Unrecovered Damages we will pay the amount of any award made in you or your family's favour which:
  - (i) is in respect of death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to indemnity under 23 above had you or your family been responsible for the injury or damage and;
  - (ii) is made by a court within the United Kingdom, Isle of Man or Channel Islands and;
  - (iii) is still outstanding six months after the date on which it is made and;
  - (iv) is not the subject of an appeal.

### **What is Not Covered**

25. Any amount exceeding the *limit* shown in the Endorsements.



# Personal Possessions and Money Cover

This part of the policy sets out the wider cover **we** provide for **your personal possessions** and **money** if stated on the Schedule to be insured.

This cover is subject to an excess, which is set out on the Schedule. Where cover is subject to a *limit*, the *limit* is set out in the Endorsements to the Schedule: otherwise the maximum amount to be paid is the sum insured less any applicable excess.

N.B. This cover does not apply to loss or damage in *your home* when the *home* is *unoccupied*.

### **What is Covered**

Accidental loss of or physical damage to unspecified and specified personal possessions and money occurring in or in transit between parts of the United Kingdom or whilst temporarily (for not more than 60 consecutive days) anywhere else in the world and whilst in the custody and control of you or your family.

### **What is Not Covered**

Theft from an unattended motor vehicle unless the vehicle was locked securely and the property was hidden in a glove or luggage compartment.

Theft of a pedal cycle if left unattended away from *your home* unless is it securely locked to a permanent structure or in a locked building.

Theft of pedal cycle accessories, unless they are stolen with the pedal cycle.

Loss of or damage to:

- sports equipment while it is being used;
- contact lenses;
- a pedal cycle while you are using it for racing, pace making ortrials;
- household goods;
- plants or any living creature;
- vehicles and craft and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds documents and certificates.

Loss or damage caused by theft or attempted theft from an unlocked hotel room.

Loss by deception.

 $Loss\ or\ damage\ occurring\ in\ \textit{your\ home}\ other\ than\ as$   $provided\ by\ Home\ Contents\ Cover\ 21\ if\ this\ is\ not\ included.$ 

Any amount above the *limit* shown in the Endorsements.

# General Exceptions Which Apply to the Whole of Your Policy

### We will not pay for the following:

- 1. Any reduction in value.
- Any losses which are not the direct and immediate result of the actual damage claimed for, unless stated expressly in this policy.
- 3. Any incident which happens outside any period of insurance of this policy.
- 4. The cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.
- Loss of or damage to any items used in connection with any business, trade or profession except office equipment in your home or items insured as specified personal possessions.
- Any legal liability resulting from any business, trade or profession.
- 7. Any claim resulting from:
  - deliberate or criminal acts by you or your family;
  - gradual causes including deterioration or wear and tear;
  - mildew, fungus, climatic or atmosphere conditions, frost, wet or dry rot;
  - any process of cleaning, repair or alteration;

- vermin, insects or chewing, scratching, tearing or fouling by pets;
- electrical, electronic, or mechanical fault or breakdown:
- faulty design materials or workmanship;
- delay, confiscation or detention by customs or other officials;
- aircraft travelling at supersonic speeds;
- the failure of computer or electronicallycontrolled equipment to recognise any date as the true calendar date;
- computer viruses;
- ionising radiation, radioactivity, nuclear fuel, nuclear waste or equipment;
- war, revolution or any similar event;
- pollution or contamination which was:
  - the result of a deliberate act;
  - expected and not the result of a sudden, unexpected and identifiable incident.
- 8. We will not pay for any claim arising directly or indirectly from an act of terrorism. In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.
- Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the *period of insurance* starts or caused deliberately by *your family*.

# General Conditions Which Apply to the Whole of Your Policy (cont.)

You must comply with these Conditions: if you do not, we may at our option cancel the policy and/or refuse to deal with your claim and/or reduce the amount of any claim payment.

- You may cancel the policy at any time by telling your insurance broker (cancellation can not be back-dated). We (or our authorised agent) may cancel your policy by giving you 21 days written notice to your last known address. We will give you a refund of premium in proportion to the remaining part of the current period of insurance, provided that no claim has been made.
   Also, you may cancel this policy within 14 days of receipt of the policy documents at inception or renewal, by telling your insurance broker. We
- or renewal, by telling *your* insurance broker. *We* will give *you* a proportionate refund of premium provided that *you* have not made a total loss claim.

  2. The contract is governed by the law which applies
- to where *you* reside within the United Kingdom. If there is any dispute about which law applies, it will be English Law.
- 3. You must tell us immediately about any changes in the information recorded on the Statement of Facts. The relevant information includes the rebuilding costs and reinstatement costs of the property insured, the occupancy and use of your home, your occupation; as specified on the Statement of Facts. You must tell us if you have been declared bankrupt or have received a police caution for or have been convicted of or been charged with but not tried for any offence other than driving offences. Failure to tell us about such changes may invalidate your insurance. If you have any doubt as to whether to inform us about changes, please consult your insurance broker.

- 4. If you pay the premium to us using our Direct Debit instalment scheme we will have the right (which we may not use) to renew the policy each year and continue to collect premiums using this method. We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date we will not renew it.
- 5. If you fail to pay an instalment when due you will be advised that the policy will be cancelled if it is not paid within at least 7 days. Upon cancellation you remain liable for any outstanding balance and we will write to you to request immediate settlement of any amount due.
- You must maintain your property in a good state of repair and take all reasonable precautions to safeguard property from loss or damage.

### Claim Conditions and How We Settle Claims

TO MAKE A CLAIM, telephone *our* Claimline **0844 248 9318** for immediate advice and assistance.

You will need to tell us:

- your name, address, and policy number;
- what you are claiming for;
- the place where the loss or damage occurred;
- what caused the loss or damage.

### **Claims Conditions**

You must comply with these Conditions: if you do not, we may at our option cancel the policy and/or refuse to deal with your claims and/or reduce the amount of any claim payment.

- 1. You must do all you can to prevent and reduce any costs, damage, injury or loss.
- 2. You must tell us about any loss, damage or liability as soon as possible and give us all the information and help we may need, including proof of claimat your expense. We will decide how to settle or defend a claim and may pursue proceedings in the name of any person covered by your policy, including proceedings for recovering any claim payment.
- 3. You must report any loss, theft, attempted theft or malicious damage to the police immediately.
- 4. If someone is holding you responsible for damage to their property or bodily injury to them, you must tell us immediately and send us immediately on receipt any writ, summons, letter of claim or other relevant documents.
- If a claim is fraudulent or false in any way, we will not make any payment and all cover will end and we will be entitled to recover from you any payment made already in respect of the claim.
- 6. If any claim is covered by any other insurance, **we** will not pay for more than **our** share of that claim.
- You must retain any damaged property for our inspection and not abandon property to us unless you have our written authority.
- 8. *You* must not authorise any work to commence without *our* written authority.

### **How We Settle Property Claims**

We will decide whether to repair, replace, or pay for property which is lost or damaged. When we settle

your claim we will deduct the excess shown on the Schedule. The maximum amount which we shall be liable to pay is the relevant sum insured less any excess and subject to any *limit* applicable.

### **Non-replacement Clause**

In the event that  $\emph{we}$  agree on request to settle by payment to  $\emph{you}$  a claim for loss of or damage to property insured which otherwise could be settled by replacement of the property, the amount payable will be the lesser of the cost to  $\emph{us}$  of replacing the property or the  $\emph{market value}$  of the property.

In the event that the property insured can not be described adequately to allow for accurate replacement, settlement of any claim for loss of the property will be settled on the basis of a reasonable assessment of the  $\it market value$  of the property.

### **Non-repair Clause**

In the event that we agree on request to settle by payment to you a claim for damage to property insured which otherwise could be settled by repair of the property, the amount payable will be the cost to us of repairing the property less any VAT payable on any labour element of such repair.

In the event that it is either impossible or une conomic to repair or reinstate the *buildings*, settlement will be based on *market value*.

### **Underinsurance and Wear and Tear**

In the event that the sum insured for *buildings* represents less than 85% of the full cost of rebuilding the *buildings* at the date of damage, the amount payable under this policy in respect of any claim for damage to the *buildings* will be reduced to the proportion of the amount payable which the sum insured bears to the full cost of rebuilding, before the application of any *excess*.

In the event that the sum insured for contents represents less than 85% of the full cost of replacing the contents as new at the date of the damage, the amount payable under this policy in respect of any claim for contents will be reduced to the proportion of the amount payable which the sum insured bears to the full cost of replacement as new, before the application of any excess.

We will deduct an amount for wear and tear on:

- clothing and household linen which cannot be repaired;
- electrical goods more than 5 years old.

# Customer Care

### **Complaints Procedure**

At Broker Direct, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations. If you believe that we have not delivered the service you expected, or you are concerned about any aspect of our service, please let us know.

If your complaint relates to your policy or a claim then please contact your insurance broker. If your insurance broker cannot resolve the complaint please contact Broker Direct.

### How to contact us

Telephone: 01204 600200

Post: Chief Executive Broker Direct Plc Deakins Park Hall Coppice Road Egerton, Bolton BL7 9RW

### We then promise to:

- Fully investigate your complaint
- Keep *you* informed of progress
- Do everything possible to resolve *your* complaint
- Learn from our mistakes

Use the information from *your* complaint to proactively improve *our* service in the future. *We* aim to resolve *your* concerns within 24 hours. Experience tells *us* that most difficulties can be sorted our within this time.

In the unlikely event that your concerns have not been resolved within this time, we will issue a letter acknowledging your complaint, explaining the reasons why. We will continue to keep you informed of the further actions we will be taking to reach a suitable conclusion. Once we have reviewed your complaint we will issue the company's final decision in writing.

### If you are still not happy

If you are still not satisfied after the review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you can ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at:

Post: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9AR

Telephone: **0800 0234567** (Landlines) **03001239123** (Mobile)

Email: complaint.info@financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response. Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint precedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

Thank you for your feedback.

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

### Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation should we be unable to meet our obligations. Further information is available on www.fscs.org.uk or you may contact the FSCS on 0207 892 7300.



# In the event of a claim please call 08442489318