Your Home Insurance

Profile Product

Flexible home insurance with a range of optional extras













Contact Us...

If you need to make a claim under sections A-D, please call: 0330 024 2255

If you need to make a claim under section E, please call:
0330 024 2290



Please have your policy number to hand when contacting us

Lawcare

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

How to use Lawcare

- 1. To contact this service telephone 0330 024 2290 anytime day or night 365 days a year
- 2. Quote code number 70526
- 3. State your question or problem

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

The LawCare service is provided by Cigna Services Limited.

Welcome...

to your Home Insurance Policy from Covéa Insurance

We really need you to read this document to make sure you have bought the right home insurance product for you. To make life easier, this document is laid out so that you can easily find what you need.





Why not grab a cup of tea, have a quick read through and check you've got the cover you want?

We don't expect you to read everything right away, however there are a few key aspects for you to consider immediately.

- You should have this policy booklet, your schedule and your statement of insurance;
- Together these documents form the contract between you and us;
- You need to check the information you provided when taking out the insurance to ensure it is correct. If any of the information you have provided is incorrect, you should tell your intermediary immediately;
- This is really important, because if any of the information provided is not correct, it may affect any claims that you make or any cover that you have.

We will make every effort to meet any claims. However, no policy covers everything.

We do not cover certain things such as wear and tear and maintenance. The things that are not covered by your policy are stated:

 In the general exclusions that apply to sections A - D on pages 38-39.

The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that you understand the general conditions which apply to your policy because if you do not meet these conditions, it may affect any claim you make or any cover that you have.

Please check your cover to ensure that it meets your needs. If the cover does not meet your needs, please contact your intermediary straight away.

We are delighted you chose us to insure your home. We hope you are happy with your cover and the service we provide.

Thanks for choosing us!



Information Correct as at October 2016

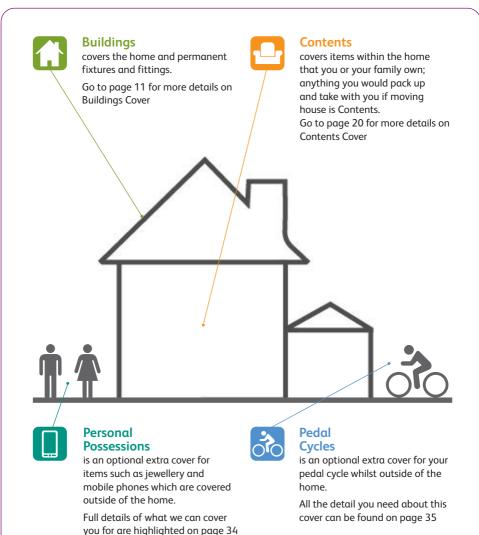
All information contained in this document is correct at the time of printing (October 2016). For full up to date information please visit our website - www.coveainsurance.co.uk

Profile Home Insurance

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Your Cover at a Glance





Legal Protection

is an optional additional policy, provided by Cigna Legal Protection, for legal costs and expenses. Full details of what we can cover you for are highlighted on page 46.

Making a Claim

If you need to make a claim for Buildings, Contents, Personal Possessions, or Pedal Cycles, here's what to do:

Check your cover

Check the policy booklet and schedule to ensure you have the relevant cover.



Please ensure you have your policy number, home postcode and the nature of the problem ready.

If you have suffered theft, malicious damage or vandalism, please report this to the police before contacting us.





You can call us 24/7 0330 024 2255



You can report your claim online at www.coveainsurance.co.uk/reportclaim

Full details of how to make a claim and how we settle your claim are included on pages 19, 32 and 36.

To put your mind at rest, repairs completed by our approved repairers as a result of a claim are guaranteed. The length of the guarantee may vary.

If you need to make a claim under Legal Protection here's what to do.



Call Cigna on 0330 024 2290 quoting your scheme reference code 70526 For full details of how to make a Legal Protection claim see page 58



Service with distinction

Covéa Insurance's Home claims service has been awarded ServiceMark with Distinction accreditation by The Institute of Customer Service (ICS), the independent, professional membership body for customer service.

Helpful Hints

Avoid being a victim of crime



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

- Make sure you have locks on all doors and windows.
- By having an alarm installed **you** should increase security.
- Keep cash, keys, credit cards and any portable high risk items out of sight.
- When you are away on holiday, use time switches so the home looks occupied.
- Always ensure bicycles are locked securely to a permanent structure.
- Be aware of bogus officials and don't allow anyone to enter your property without first checking their identity.

Dealing with burst pipes



Reduce the risk of burst pipes by:

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

Storm Damage



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

Flood advice



- Be aware of Met Office / Environmental Agency warnings
- If there is a risk of flooding, try to move as many possessions into upstairs rooms as possible.
- If **you** have been flooded, don't enter **your** property until the mains electricity has been turned off and never use electrical appliances that may be wet. Gas can get trapped in a building after a flood, so use a battery powered torch and never use open flames to see **your** way.

Helpful Hints

Carbon Monoxide

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

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

Fire Prevention



- Smoke detectors are important safety devices. Fit detectors in prominent places in your home and check the batteries on a regular basis.
- Have the chimneys swept regularly and if you have open fires always use a fireguard.
- Never leave hot fat or oil when cooking. If a pan does catch fire, cover it with a fire blanket or damp cloth – don't use water.
- Gas appliances should be serviced regularly by a Gas Safe Registered engineer.
- Do not tape up electric cables as they can be dangerous and should always be replaced.
- Be careful not to overload plugs. You should fit no more than one plug per socket; use an extension lead if you need to fit more.
- Ensure smoking materials are properly extinguished/discarded.

Is Something Wrong?

Please tell us if there is something wrong.

For full details of **our** complaints procedure, please contact **us**. Or **you** can download a copy from **our** website at **www.coveainsurance.co.uk/complaints**

If **you** are not satisfied with the service **we** have provided, please tell **us** so that **we** can do **our** best to resolve the problem. **You** can contact **us** in the following ways:



by phone on 0330 221 0444



by email at

 $customer. relations \hbox{-} rdg@covea in surance. co.uk$



or you can write to us at

Customer Relations, Covea Insurance, Norman Place, Reading, RG1 8DA

For your and our protection, and for training and monitoring purposes, we may record and monitor telephone calls.

We are always here for **you** but so that **we** can help **you** as quickly as possible, please provide or have these things ready for **us**:

- your policy reference;
- your daytime and evening phone numbers;
- your claim reference number;
- your email address

You may be eligible to refer **your** complaint to the Financial Ombudsman Service. For further details, they can be contacted at:



Write to:

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



Phone:

0300 123 9123 from a mobile or 0800 023 4567 from a landline



Email

complaint. in fo@financial-ombudsman. or g.uk



Website:

www.financial-ombudsman.org.uk

Your legal rights are not affected if you take any of the steps shown above.

Profile Home Insurance

Definitions

Sections A-D

We don't hide behind jargon. To help you understand everything we say, here are the explanations of the key words we have used.

The following defined words are printed in bold type and the meanings of these words are set out below.

Your Legal Protection Cover – section E has its own definitions which appear in the relevant section of this policy.

accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

bedroom

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

buildings

Full **buildings** definition can be found on page 11.

business equipment

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

computer viruses

Any program or software from an unauthorised source that introduces itself through a computer system, network or software which prevents any operating system, computer program or software working properly or at all.

contents

Full contents definition can be found on page 20.

credit cards

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

domestic duties

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

domestic employee

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

endorsement

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

excess

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

There are three types of excess as follows:-

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

Profile Home Insurance Definitions Sections A-D continued

family

You and your:

- spouse or domestic partner sharing financial responsibilities;
- children (including adopted and foster children);
- relatives:

who permanently live with you.

fixtures and fittings

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

heave

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

high risk items

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

home

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

landslip

Downward movement of sloping ground.

motorised vehicle

Any electrically or mechanically powered vehicle, other than:

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

period of insurance

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

personal money

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

All the above held for social or domestic purposes only.

Profile Home Insurance Definitions Sections A-D continued

personal money does not include:

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

personal possessions

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

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

personal possessions does not include:

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

redecoration

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

schedule

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

settlement

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

subsidence

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

unfurnished

Without enough furniture and furnishings for normal living purposes.

United Kingdom

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

unoccupied

Not lived in by **you** or **your family** for more than 60 days in a row.

vermin

Rats, mice, squirrels, pigeons and foxes.

we, us or our

Covea Insurance plc.

you or your

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



Section A

Your schedule shows if this section applies to your policy.

Buildings means:

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

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

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

Buildings does not include:

- land:
- trees, shrubs and plants;
- · aerials, satellite receiving equipment or masts;
- · carpets whether fitted or not;
- treehouses;
- inflatable structures of any kind;
- any structure that does not have a permanent base, other than greenhouses and sheds;
- any structure which is made of canvas, polythene or any other non-rigid material.



Section A

Your schedule shows if this section applies to your policy.

What we can cover you for	What we can't cover you for
Loss or damage to buildings caused by:	 The excess which is shown on your schedule under all paragraphs of your buildings cover – Section A except paragraph 17. Anything listed under General Exclusions on pages 38-39.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious Acts.	Loss or damage caused: • by you, your family, lodgers, guests, tenants or employees; • while the home is unoccupied or unfurnished.
5. Storm or flood.	Loss or damage: • to gates, hedges and fences; • caused by rising ground water levels; • caused by frost. The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of storm or flood.



Protect **your home** from storm or flood by:

- Regularly checking the condition of all roofs including garages, sheds and flat roofs for signs of wear and tear:
- Keep gutters, gullies and drains clear to carry water away quickly;
- If you have been flooded don't enter your property until the mains electricity has been turned off.



Section A

Your schedule shows if this section applies to your policy.

What we can cover you for	What we can't cover you for
 6. Escape of Water or Domestic Heating Fuel (a) Water escaping from or freezing in any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; (b) Domestic heating fuel escaping from any fixed domestic heating installation. Following damage insured by (a) and (b) above we will pay the costs you incur in locating the source of the damage up to £10,000, which also includes the cost for subsequent repairs to floors, walls and ceilings. 	 Loss or damage caused: while the home is unoccupied or unfurnished; by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; by subsidence, heave or landslip; by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; by the inadequacy or absence of appropriate sealant or grout; to the domestic water or heating installation and repairs to the pipes unless caused by freezing. The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of leakage of water from pipes or drains.
7. Theft or attempted theft.	Loss or damage caused: by you, your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished.
8. Collision or impact with: (a) aircraft or other aerial devices or items dropped from them; (b) vehicles or animals; (c) falling trees or branches; (d) lampposts or telegraph poles. We will also pay the cost of removing trees or branches if they have caused damage to the home.	to hedges, gates or fences unless the home is damaged at the same time and by the same cause; by felling, lopping or topping of your trees. The cost of removing the part of the tree that is still below ground.



Avoid being a victim of crime

Here are some relatively simple steps **you** can take to make **your home** safer:

- · Fit locks on all doors and windows;
- · Have an alarm installed;
- When away on holiday, use time switches so the **home** looks occupied.



Section A

What we can cover you for	What we can't cover you for
9. Falling aerials (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the home .	Loss or damage caused: • to the device and its installation.
10. Subsidence or ground heave of the site that the buildings stand on or landslip.	The first £1,000 of each claim. Damage caused by or resulting from: coastal or river erosion; the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time and by the same cause; the bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion; the action of chemicals or chemical reaction. Damage: to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the home is damaged at the same time and by the same cause; that is covered under a National House Building Council warranty or other similar guarantee or insurance policy.
11. Frost Damage. Frost damage to interior fixed domestic water or heating installation in the home .	Damage caused while the home is unoccupied or unfurnished .
12. Glass, Sanitary Ware and Ceramic Hobs. Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass, solar panels and sanitary ware all forming part of the home.	Breakage caused: • while the home is unoccupied or unfurnished • when any part of the home is occupied by lodgers, tenants or paying guests.



Section A

What we can cover you for	What we can't cover you for
13. Cables, Pipes and Tanks. Accidental damage for which you are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the home. If there is a blockage in an underground pipe connecting your home to the main sewer and normal methods of releasing the blockage to restore service are unsuccessful, we will also pay the cost of breaking into and repairing the pipe. The most we will pay is £1,000.	The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.
 14. Professional Fees and Additional Costs. Following damage insured by your buildings cover – Section A and incurred as a direct result of the loss or damage to the home with our consent, we will pay: the costs of complying with any government or local authority requirement; fees to architects, surveyors and consulting engineers; legal fees; the cost of clearing the site and making it and the home safe. 	Costs or fees for preparing and handling a claim under this section. Costs of complying with requirements that you were given notice of before the damage occurred. Costs for undamaged parts of the buildings except the foundations of the damaged parts.
 15. Alternative Accommodation and Loss of Rent. If your home is uninhabitable due to damage insured by your buildings cover – Section A we will pay: the cost of alternative accommodation for you, your family and your pets; rent which should have been paid to you; ground rent which you have to pay. The most we will pay is £45,000. 	



Section A

What we can cover you for	What we can't cover you for
16. Moving Home. If you are selling the home and the buyer has not arranged their own insurance, the buyer will have the benefit of your buildings cover – Section A between exchange of contracts (or, in Scotland, the written offer and acceptance), and the completion date, providing the buyer completes the purchase. You and the buyer must keep to the terms and conditions of this policy.	Loss or damage: • caused while the home is unoccupied or unfurnished ; • occurring more than 90 days prior to the completion date.
17. Property Owners' Liability All amounts that you or your family become legally liable to pay in respect of accidental: (a) death, injury or illness to any person other than your family or any domestic employee (b) loss of or damage to material property arising from: - your ownership of the buildings or land belonging to your home - your previous ownership of any private property where such liability is incurred by reason of Section 3 of the Defective Premises Act 1972; this cover will continue for 7 years after cancellation of the buildings section, provided no other policy covers the liability. The most we will pay for any one claim or number of claims arising from one original cause is £2,000,000 inclusive of all costs and expenses. Please Note: Accidents which happen in buildings or on land are, by law, usually the responsibility of the person living in the building, rather than the owner. This section does not cover your legal liability if you own and occupy the home. You will need to arrange contents insurance that provides occupiers liability cover to make sure you are fully protected.	Liability arising directly or indirectly from: any contract or agreement that says you or your family are liable for something which you or they would not otherwise have been liable for; the occupation of the buildings; any business or professional use of the buildings. Liability for: death, injury or illness to you or your family; a person employed by you or your family. Damage to property belonging to you or your family or for which you or your family are responsible.



Section A

What we can cover you for	What we can't cover you for
 18. Emergency Access. Loss or damage to the buildings and gardens within the boundary of your home caused by a member of the emergency services breaking into the home: to rescue you, your family, lodgers, guests, tenants or employees; to prevent loss or damage to your home. The most we will pay is £500. 	
19. Loss of Keys. The cost of replacing and fitting the locks and keys of external doors and windows of your home if the keys are accidentally lost or stolen anywhere in the world. The most we will pay is £1,000.	

Profile Home Insurance

Your Buildings Cover Accidental Damage



Section A

This cover is optional. Your schedule shows if this section applies to your policy.

What we can cover you for	What we can't cover you for
20. Accidental Damage. This cover only applies if you have selected it and it is shown on your schedule. Accidental damage to the buildings.	Any loss or damage which we have indicated that we will not pay for under paragraphs 1-5 and 7-14 of your buildings cover – Section A. Damage to: Hot tubs. Jacuzzis. Damage occurring whilst: any part of the home is occupied by lodgers, tenants or paying guests; the home is unoccupied or unfurnished. Damage caused by or arising from: structural movement, settlement, shrinkage; water coming into the home irrespective of how this may have occurred other than as stated under paragraphs 5 and 6 of your buildings cover – Section A. the inadequacy or absence of appropriate sealant or grout.

How we settle your Claim



Your Buildings Cover – Section A

To contact us about a buildings claim please call:



Property Careline 0330 024 2255

The most **we** will pay for any one claim is the **buildings** limit shown on **your schedule** unless a more specific limit applies.

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

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

- 1. Immediately before the incident giving rise to the loss or damage:
 - the buildings were in a good state of repair and properly maintained;
 - the limit shown on your schedule was sufficient to allow for the full cost of rebuilding the buildings in a new condition similar in size, form and style, including the professional fees and additional costs as set in your buildings cover – Section A paragraph 14.

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

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

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

We treat each individual item of matching sets, suites, fixtures and fittings or other articles of a similar nature, design or colour, as a single item.

We will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. We will not pay for this loss in value under this policy.

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

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

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

- in the general exclusions that apply to sections A – D on pages 38-39.
- Under we can't cover you for on pages 11-18.

The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

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



Section B

Your schedule shows if this section applies to your policy.

Contents means:

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

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

Contents does not include:

- any motorised vehicle;
- any form of aircraft (including models and drones);
- hovercraft, boats, boards or any other craft or equipment designed for use in or on water;
- · caravans;
- horse boxes;
- · any form of trailer; or
- parts, spares or accessories for any item listed above under contents does not include:
- deeds (other than as provided by paragraph 20 of your contents cover – Section B), securities, documents,

personal money or **credit cards** (other than as provided by paragraph 23 of **your contents** cover – Section B);

- wooden, laminate or vinyl floor coverings;
- landlords' fixtures and fittings;
- · any living creature;
- · trees, shrubs or plants;
- mobile phone airtime.



Section B

What we can cover you for	What we can't cover you for
Loss or damage to contents which you or your family own or which you or your family are legally responsible for whilst in the home caused by:	 The excess which is shown on your schedule under all paragraphs of your contents cover Section B except paragraphs 27 and 28. Anything listed under General Exclusions on pages 38-39.
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious acts.	Loss or damage caused: • by you, your family, lodgers, guests, tenants or employees; • while the home is unoccupied or unfurnished. Any amount over £3,000 for loss or damage to the contents contained in garages or outbuildings at the home.
5. Storm or flood.	Loss or damage: • caused by rising ground water levels; • caused by frost. The first £1,000 of each claim for loss or damage caused by subsidence , heave or landslip of the site as a result of storm or flood.



Section B

What we can cover you for	What we can't cover you for
 6. Escape of Water and Domestic Heating Fuel (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank. (b) Domestic heating fuel escaping from any fixed domestic heating installation. We will also pay for loss of metered water or of domestic heating fuel from the home following accidental damage to the fixed water or heating installation. The most we will pay is £2,000. 	caused while the home is unoccupied or unfurnished; caused by the escape of water from guttering, rainwater down pipes, roof valleys and gullies; caused by the overflowing of water from sinks, wash basins, bidets, baths and showers due to taps being left on; caused by the inadequacy or absence of appropriate sealant or grout. The first £1,000 of each claim for loss or damage caused by subsidence, heave or landslip of the site as a result of leakage of water from pipes or drains.
7. Theft or attempted theft.	 Loss or damage caused: by you, your family, lodgers, guests, tenants or employees; while the home is unoccupied or unfurnished; while any part of the home is lent, let, sub-let or shared unless following forcible or violent entry to or exit from the home. Any amount over £3,000 for loss or damage to the contents contained in garages or outbuildings at the home.
 8. Collision or impact with: (a) aircraft or other aerial devices or items dropped from them; (b) vehicles or animals; (c) falling trees or branches; (d) lamp posts or telegraph poles. 	Loss or damage caused: • by felling, lopping or topping of your trees.



Section B

Your schedule shows if this section applies to your policy.

What we can cover you for	What we can't cover you for
9. Falling aerials (including satellite receiving equipment) their fittings and masts and wind turbines permanently fitted to the home .	Loss or damage caused: • to the device and its installation.
10. Subsidence or ground heave of the site that the buildings stand on or landslip	Damage caused by or resulting from: coastal or river erosion; the movement of solid floor slabs unless the foundations beneath the external walls of the home are damaged at the same time and by the same cause; the bedding down of new structures, settlement, movement of made up ground, shrinkage or expansion; the action of chemicals or chemical reaction.
11. Contents in the Open. Loss or damage to contents in the open within the boundary of the land belonging to the home. The most we will pay is £1,000.	Loss or damage: caused while the home is unoccupied or unfurnished; caused by storm or flood; to pedal cycles not secured to a fixed permanent structure; to high risk items; to personal money.

Contents in the Open

Cover applies to items that are outside the structure of the building but within the boundary of **your home**. For example, items in **your** garden.



Section B

What we can cover you for	What we can't cover you for
12. Glass, Mirrors and Ceramic Hobs. Accidental breakage of mirrors, fixed glass in furniture or ceramic tops in free-standing cookers while in the home .	Breakage caused: • while the home is unoccupied or unfurnished; • when any part of the home is occupied by lodgers, tenants or paying guests.
 13. Audio, Visual and Computer Equipment. Accidental damage: to television, audio or video equipment, DVD players, digital boxes, games consoles, or to personal computers, and computer equipment while in the home; to receiving aerials and satellite receiving equipment fixed to the home. 	 bamage to: tapes, cassettes, cartridges, records or discs of any kind; camcorders, video cameras, digital cameras, hand-held electronic games or toys, mobile phones or telephone equipment, laptops or other computer equipment designed to be portable, satellite navigation systems, computer software, flash drives, memory sticks and any other portable audio/visual equipment. Loss or damage caused: while the home is unoccupied or unfurnished; by computer viruses; when any part of the home is occupied by lodgers, tenants or paying guests. The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.
14. Digital Information. Loss or damage insured by your contents cover — Section B paragraphs 1 to 10 to legally downloaded audio/visual files. The most we will pay is £2,000.	 any illegally downloaded files or files where proof of purchase cannot be proved; the cost of remaking any film, disc or tape or rewriting any of the information stored.



Section B

What we can cover you for	What we can't cover you for
15. Household Removal. Accidental loss or accidental damage to the contents while they are being moved by professional furniture removers from the home to your new permanent home within the United Kingdom.	Loss or damage: caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers. not reported within 7 days of delivery to a new home; to contents in storage or being moved to or from storage; to high risk items or personal money.
 16. Contents Temporarily Removed. Loss or damage to contents within the United Kingdom while temporarily away from the home up to a maximum of 90 days caused by: your contents cover – Section B paragraphs 1-6 and 8-10; theft or attempted theft from: a deposit box in a bank; an occupied private house or flat; any other building where you or your family work or are temporarily living. The most we will pay is £6,000 except for contents contained in garages or outbuildings when the most we will pay is £3,000. 	Loss or damage to contents which is not in a building within the United Kingdom caused by fire, smoke, storm, flood, theft or malicious damage. Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the building. Any claims arising to contents : • which have been removed for sale, exhibition or placed in a furniture depository; • taken with you or your family while living and studying away from the home .
17. Students Cover. Loss or damage insured by your contents cover – Section B, paragraphs 1–10 to the contents belonging to you or your family while in full time education in the United Kingdom and living and studying away from the home. The most we will pay is £2,500.	Loss or damage caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building. Loss or damage caused whilst commuting to or from where living and studying away from the home .



Section B

What we can cover you for	What we can't cover you for
18. Alternative Accommodation. The cost of alternative accommodation for you, your family and your pets if your home is uninhabitable due to damage insured by your contents cover – Section B during the time necessary for the home to be restored to a habitable condition. The most we will pay is £8,000. Following a claim under this section, when your home is uninhabitable, your contents will be covered at both your home and the address of the alternative accommodation. This cover is provided on the understanding that the total amount of your contents does not exceed the limit shown on your schedule.	
19. Loss of Keys. The cost of replacing and fitting the locks and keys of external doors and windows of the home if the keys are accidentally lost or stolen anywhere in the world. The most we will pay is £1,000.	
20. Title Deeds. The cost of preparing new title deeds to the home following loss or damage insured by your contents cover − Section B while in the home or kept with your solicitor, bank or mortgagee for safe keeping. The most we will pay is £1,000.	



Section B

What we can cover you for	What we can't cover you for
 21. Religious festivals, weddings or civil partnerships, birthdays or anniversaries. We will increase the contents limit under your contents cover – Section B by £5,000; for one month before and after the religious festival for you or your family to cover gifts and extra food and drink at your home; for one month before and after the wedding or civil partnership of you or your family to cover wedding gifts and extra food and drink at the home, at the reception or in transit between the home and the reception. for one month after the birth of your child to cover gifts and extra food and drink at the home; for one month before and after the date of your birthday or anniversary to cover gifts and extra food and drink at the home. 	
 22. Freezer Contents. Loss or damage to food or drink in any freezer in the home caused by: a change in temperature of the freezer; contamination by the escape of refrigerant or refrigerant fumes. The most we will pay is £1,000. 	Loss or damage caused: • by the deliberate act of the electricity supplier; • while the home is unoccupied or unfurnished.



Section B

What we can cover you for	What we can't cover you for
 23. Personal Money and Credit Cards. (a) Accidental loss or theft anywhere in the world of personal money belonging to you or your family. The most we will pay is £1,000. (b) Financial loss following fraudulent use of credit cards belonging to you or your family anywhere in the world. The most we will pay is £500. 	 (a) Losses caused by error or omissions. Losses or thefts not reported to the Police immediately after discovery. Loss or theft from the home while the home is unoccupied or unfurnished. Loss or theft from the home, unless following forcible or violent entry to or exit from the home. Loss or theft from an unattended road vehicle. (b) Any loss not reported to the issuing company immediately after discovery. Liability following breach of the terms and conditions of use. Any loss as a result of the unauthorised use by you or your family, lodger, guest, tenant or employee.
24. Visitors Effects. The contents which are owned by visitors to the home or by your resident domestic employees are covered whilst in the home against loss or damage insured by your contents cover – Section B paragraphs 1-10. The most we will pay is £500.	
25. Plants in the garden Plants, lawns, bushes, shrubs and trees in the garden are covered against loss or damage insured by your contents cover – Section B paragraphs 1-5 and 7-10. The most we will pay is £500.	Loss or damage caused by: collision by insects, birds or your pets; frost damage; flooding to lawns; theft or malicious acts while the home is unoccupied or unfurnished.



Section B

What we can cover you for	What we can't cover you for
26. Fatal Accident We will pay £5,000 if you or your family die within 30 days as a direct result of an injury caused by a fire or an assault by thieves in the home .	A claim arising from an injury to you or your family caused by a person insured by this policy.
 27. Tenants Cover. Loss or damage to: (a) Fixtures and fittings, greenhouses and sheds installed by you at the home and for which you are responsible; (b) The structure, decorations, fixtures and fittings of the home that you are responsible for as a tenant under a tenancy agreement; insured by your contents cover – Section B paragraphs 1-12 of this policy. The most we will pay is £5,000. 	



Section B

Your schedule shows if this section applies to your policy.

What we can cover you for

28. Occupiers and Personal Liability.

You or your family and if requested by you, your domestic employees for all amounts that you or they become legally liable to pay in respect of accidental:

- (a) death, injury or illness to any person other than your family or any domestic employee;
- (b) loss of or **accidental damage** to material property.

arising from:

 your occupation, not ownership, of the buildings or land belonging to your home; or your acts or omissions in a personal capacity including anywhere in the world during a temporary visit.

The most \mathbf{we} will pay for any one claim or number of claims arising from one original cause is £2,000,000 inclusive of all costs and expenses

(2) you as employer of any domestic employee in the United Kingdom and anywhere in the world during a temporary visit

The most **we** will pay for any claim or number of claims arising from one original cause is £10,000,000 inclusive of all costs and expenses.

What we can't cover you for

Liability arising from:

- death, injury or illness to:
 - you or your family; or
 - a person other than a domestic employee employed by you or your family;
- damage to property (other than temporary holiday accommodation) that belongs to or is in the care or control of you or your family;
- any contract or agreement that says that you or your family are liable for something which you or they would not otherwise have been liable for:
- ownership of any land or building including the home:
- an illness or disease you or your family pass onto someone else;
- your current or former trade, business, profession or occupation whether or not such liability arises out of a job carried out for reward;
- the ownership, custody, control or use of:
 - any motorised vehicle;
 - caravans, horse boxes or trailers;
 - any form of aircraft (including models and drones) or hovercraft;
 - watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft);
 - animals other than domestic pets and horses kept for private hacking;
 - dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amending legislation;
 - firearms, except legally-held sporting guns while being used for sporting purposes;
- fines, penalties or aggravated, punitive, or exemplary damages.

Your Contents Cover Accidental Damage



Section B

This cover is optional. Your schedule shows if this section applies to your policy.

Wh	iat we can cover you fo	r
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29. Accidental Damage.

This cover only applies if **you** have selected it and it is shown on **your schedule**.

Accidental damage to the **contents** while in the **home**.

What we can't cover you for

Any loss or damage which **we** have indicated that **we** will not pay for under paragraphs 1-5 and 7-10 of **your contents** cover – Section B.

Loss or damage occurring whilst:

- any part of the **home** is occupied by lodgers, tenants or paying quests;
- the home is unoccupied or unfurnished.

Any amount over £1,000 for damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used.

Damage to:

- · clothing;
- · contact lenses;
- contents in the open.

Damage caused by or arising from:

- water coming into the home irrespective of how this may have occurred other than stated under paragraphs 5 and 6 of your contents cover – Section B.
- the inadequacy or absence of appropriate sealant or grout.

How we settle your Claim



Your Contents Cover - Section B

To contact us about a contents claim please call:



Property Careline

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

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

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

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

- The most **we** will pay are the limits shown in **your schedule** or in the policy.
- The most we will pay for high risk items in total and for an individual item, set or collection are shown in your schedule.
- We will require proof of ownership and value predating the loss or damage for items over £2,500. If you are unable to provide this information we may choose to reduce your claim payment or refuse to pay your claim.
- We treat each individual item of matching sets, suites, high risk items or other articles of a similar nature, design or colour, as a single item.
 We will therefore only pay for the lost or damaged items and not for any other items that have not been lost or damaged solely because they form part of the set or suite. If an item within a set or suite is damaged, the other items may lose value even if they have not been damaged. We will not pay for this loss in value under this policy.
- If a carpet is damaged beyond repair we will only pay for the damaged carpet. We will not pay for undamaged carpets in adjoining rooms even if they are the same colour or design.
- The limit will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations we make to prevent further loss or damage are carried out without delay.

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

- In the general exclusions that apply to sections A

 D on pages 38-39.
- Under we can't cover you for on pages 20-31.

Profile Home Insurance

How we settle your Claim



Your Contents Cover - Section B

The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

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

Your Personal Possessions Cover



Section C

This cover is optional. Your schedule shows if this section applies to your policy.

What we can cover you for

Theft or accidental loss of or **accidental** damage to:

- 1. Unspecified personal possessions;
- Specified personal possessions listed in your schedule;

whilst within the **United Kingdom** or anywhere else in the world for up to 60 days in any one **period of insurance** which **you** or **your family** own or are legally responsible for.

What we can't cover you for

The **excess** which is shown on **your schedule**. Anything listed under the general exclusions on pages 38-39.

Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and doors, sunroofs or any convertible / retractable roofs are locked shut.

Any amount over £1,000 in respect of loss of property from an unattended road vehicle.

Loss or damage to:

- sports equipment whilst in the course of play or use:
- the strings or drum skins of musical instruments;
- navigational, audio or communication equipment unless designed to be portable with an independent power supply and means of use.

Loss or damage caused by or arising from:

- scratching, denting or chipping;
- the cost of remaking any film, disc or tape or the value of any information contained on it;
- the cost of recovering any digital information.

Loss or damage:

- from the home caused by theft, attempted theft or malicious acts, while the home is left unoccupied or unfurnished;
- caused by theft not involving forcible or violent entry or exit from any temporary lodging or room of temporary accommodation for you or your family;
- to personal possessions taken with you or your family while living and studying away from the home including commuting to and from where living and studying away from the home.

Personal Possessions Cover

This cover, if **you** have selected it, is great for covering personal items that are taken away from **your home**.

Your Pedal Cycles Cover



Section D

This cover is optional. Your schedule shows if this section applies to your policy.

What we can cover you for

Theft or accidental loss of or **accidental damage** to pedal cycles stated in **your schedule** while within the **United Kingdom** which **you** or **your family** own or are legally responsible for.

What we can't cover you for

The excess which is shown on your schedule.

Anything listed under general exclusions on pages 38-39.

Theft of an unattended pedal cycle while outside the boundary of the **home**, unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure.

Loss of value.

More than the amount specified in the **schedule**.

Loss or damage:

- while the pedal cycle is being used for racing, rallies, pacemaking or trials;
- to accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time;
- to pedal cycles that are electrically assisted or that have been fitted with any motorised assistance;
- to pedal cycles taken with you or your family while living and studying away from the home including commuting to and from where living and studying away from the home.

Pedal Cycles Cover

Prevent theft of **your** cycle by always ensuring it is locked securely to a permanent structure. Where available use secure cycle storage facilities.

How we settle your Claim





Your Personal Possessions – Section C and Your Pedal Cycles Cover – Section D

To contact us about a personal possessions or pedal cycle claim please call:



Property Careline 0330 024 2255

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

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

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

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

- for any one item, set or pair of unspecified personal possessions is £1,500 unless shown as otherwise on your schedule;
- for any personal possession or pedal cycle specified individually is the sum insured shown on your schedule;

- for loss of personal possessions from an unattended road vehicle is £1.000;
- is the total limit shown in your schedule.

If at the time of the loss or damage the individual item limit, specified sum insured, and/or the total sum insured of the **personal possessions** or pedal cycles shown on **your schedule**, is not adequate to replace the items as new **we** may:

- choose to reduce your claim in direct proportion to the amount of underinsurance,
- · refuse to pay your claim and/or
- · cancel the policy.

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

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

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

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

- In the general exclusions that apply to sections A
- D on pages 38-39.

Property Careline **0330 024 2255**

How we settle your Claim





Your Personal Possessions – Section C and Your Pedal Cycles Cover – Section D

• Under What **we** can't cover **you** for on pages 34-35.

The general conditions which apply to sections A-D are stated on pages 40-42. It is important to ensure that **you** understand the policy conditions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make or any cover that **you** have.

Profile Home Insurance

General Exclusions

Sections A-D

What is an exclusion?

Exclusions list specific events, circumstances or situations where we do not provide cover for certain loss, damage or liability. Exclusions protect us, the insurance company, from unreasonable risk, and apply to all of the policy sections.

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

Your Legal Protection cover – Section E has its own exclusions which are detailed on page 54.

1. Radioactive Contamination

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

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

2. Sonic Booms

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

3. War Risks

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

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

4. Events Before the Policy Started

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

5. Deliberate Acts

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

6. Reduction in Value

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

7. Deception

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

8. Business Property and Legal Liability

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

9. Confiscation

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

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

10. Pollution or Contamination

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

General Exclusions

Sections A-D continued

11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

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

12. Terrorism

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

13. Wear and Tear

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

14. Other General Exclusions

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

- the **home** undergoing demolition, structural alteration or structural repair;
- lack of maintenance:
- restoration, dismantling, renovation, breakdown or repair;
- faulty design or workmanship or the use of faulty materials:
- any process of cleaning, drying, dyeing, heating or washing;
- insects, parasites, vermin, fungus or mildew;
- pets or domestic animals (except as covered by your contents cover – Section B paragraph 28 Occupiers and personal liability);
- atmospheric or climatic conditions or frost (except as covered by your buildings cover – Section A paragraph 11 frost damage).

Profile Home Insurance

General Conditions

Sections A-D

You must comply with these conditions in order for policy cover for sections A-D to operate

Your Legal Protection Cover – Section E has its own policy conditions which are detailed on pages 50-53.

1. Compliance with Policy Terms

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

2. Taking Care

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

3. Changes in Your Circumstances

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

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

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

For example we need to know:

- (a) of a change of address;
- (b) if someone lives in the home other than you and your family;
- (c) if the home becomes unoccupied or unfurnished:
- (d) if the rebuilding costs of the **home** or the replacement values of the **contents, personal**

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

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

Upon being told of a change in circumstances, \boldsymbol{we} reserve the right to:

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

If you fail to tell us of any change in your circumstances which occurs after the start date of the period of insurance, we would consider this to be a non disclosure/misrepresentation and the action we may take is detailed under general condition 8 Non Disclosure and Misrepresentation on page 42.

Sections A-D continued

4. Other Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

5. Fraud

If you or your family:

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

We will:

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

6. Contracts (Rights of Third Parties) Act 1999

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

7. Claims

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

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

You must not:

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

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

We may:

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

For further information please refer to How **we** settle **your** claim on pages 19, 32 and 36.

Profile Home Insurance

General Conditions

Sections A-D continued

8. Non Disclosure and Misrepresentation

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

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

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

9. Law Applicable to Contract

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

10. Unoccupancy

If you know that your home is not going to be lived in for more than 60 days in a row, you must advise your intermediary immediately, in order to provide us with the opportunity to review the risk.

When **your home** is not lived in for more than 60 days in a row **we** will regard **your home** as unoccupied. In these circumstances **we** will not provide full cover as stated under the policy sections applicable and the stated restrictions will apply. Regular visits to the property externally or internally and occasional overnight stays by **you** or someone with **your** permission will not constitute normal occupancy of the property and the restrictions on the policy will apply. Following a claim where liability has been accepted by **us** under the policy, when **your home** is uninhabitable and remains **unoccupied** for more than 60 days, the unoccupancy restrictions stated in the policy will not apply.

11. Building work

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

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

12. Joint Insured

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

More Information

Sections A-D

Registration and Regulatory Information

Insurance cover under Sections A to D is provided by Covea Insurance plc. Registered in England and Wales No. 613259.

Registered office: Norman Place, Reading, Berkshire RG1 8DA

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

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet our obligations. Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. www.fscs.org.uk.

Exchange of Information

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

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

Cancellation

Your rights to cancel your policy

You have the right to cancel **your** policy at any time; to do so **you** must instruct your intermediary. Any potential refund will be calculated as follows:

For cancellation instructions received within 14 days of policy purchase, renewal or **you** receiving **your** policy documents **we** will;

- provide a full refund if the period of insurance has not yet started.
- refund the premium for the exact number of days left in the current period of insurance if no claim has been made in the current period of insurance. If cancellation occurs in the first period of insurance we will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.
- not refund any part of the premium if a claim has been made in the current period of insurance.

For cancellation instructions received after the 14 day period described above has passed **we** will;

 refund the premium for the exact number of days left in the current period of insurance if no claims have been made in the current period of insurance. If cancellation occurs in the first period of insurance we will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.

Profile Home Insurance

More Information

Sections A-D continued

 not refund any part of the premium if a claim has been made in the current period of insurance.

If you have a Loan Agreement with Covéa Insurance to pay for your insurance, we may deduct the full outstanding balance of this Loan from your claims settlement. If we do not exercise this right then outstanding monies may be owed when your policy is cancelled. All outstanding monies must be paid to Covéa Insurance as described in your Loan Agreement.

Our rights to cancel your Policy

We, or your intermediary or other person acting for us have the right to cancel your policy, where there is a valid reason for doing so by sending 14 days written notice to your last known address. Valid reasons may include, but are not limited to:

- where you do not pay a premium when it is due to either your intermediary or direct to Covéa Insurance in line with a Loan Agreement;
- where you are required to co-operate with us, or send us information or documentation and you fail to do so in a way that affects our ability to process a claim, or our ability to defend our interests:
- where there is a failure by you to notify us of any changes in your circumstances as shown in the General Conditions Sections A-D page 40;
- where you commit or attempt to commit fraud as shown in the General Conditions Sections A-D page 41;
- use of threatening or abusive behaviour or language, or intimidation to our staff or suppliers.

If we cancel your policy for reasons other than fraud, we will refund the premium for the exact number of days left in the current period of insurance. In the first period of insurance we will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

If we cancel your policy on the grounds of fraud, cancellation will be from the date the fraudulent act was committed and we may keep any premium you have paid. We may also inform the police of the circumstances. Please read the General Conditions Sections A-D page 41 for further details in regard to fraud.

Index Linking

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

No Claims Discount

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

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

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

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

Property Careline **0330 024 2255**

Profile Home Insurance More Information

Sections A-D continued

Security

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

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



Section E – Your schedule shows if this section applies to your policy Cover under this section is arranged by Cigna Legal Protection.

Definitions

The following defined words are printed in bold type and the meanings of these words are set out below. These meanings only apply to this section of the policy.

Sections A-D have their own definitions and appear in the relevant section of the policy.

any one claim

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

appointed representative

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

costs and expenses

(a) Legal Costs

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

(b) Opponents' Costs

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

court

A court, tribunal or other competent authority.

equipment

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

family

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

home

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

insured person

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

insurer

Cigna Europe Insurance Company S.A.-N.V.

legal proceedings

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

limit of indemnity

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



Section E – Your schedule shows if this section applies to your policy Cover under this section is arranged by Ciana Legal Protection.

period of insurance

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

small claims track limit

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

territorial limits

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

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

For all other insured incidents:

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

we, us or our

Cigna Legal Protection which is a trading style of Cigna Insurance Services (Europe) Limited and administers this insurance on the **insurer's** behalf.

you or your

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



Section E – Your schedule shows if this section applies to your policy Cover under this section is arranged by Cigna Legal Protection.

What we can cover you for	What we can't cover you for
This section covers the insured person. The insurer will indemnify the insured person up to the limit of indemnity in respect of costs and expenses which arise from legal proceedings that: 1. are notified to us during the period of insurance; and 2. are made by or brought against the insured person within the jurisdiction of a court within the territorial limits; in respect of:	
1. Employment Disputes the pursuit of any legal proceedings in an Employment Tribunal against the insured person's employer arising from the insured person's contract of employment. Provided that as soon as you knew about the dispute you took, and followed legal advice from us.	The insurer will not be liable for any claim brought heard or transferred outside the jurisdiction of the Employment Tribunal.
 2. Contract Disputes the pursuit or defence of legal proceedings arising from an insured person legal rights in a contractual dispute arising from an agreement or an alleged agreement which an insured person has entered into for: (i) the buying or hiring of any goods or services; or (ii) the selling of any goods Provided that: • the insured person has entered into the agreement or alleged agreement during the period of insurance; and • the amount in dispute is more than £100. 	A claim relating to: a contract regarding an insured person's trade, profession, employment or any business venture; construction work on any land, or designing, converting, altering, renovating, extending or demolishing any building where the contract value exceeds £5,000 (including VAT); a contract involving a motor vehicle; the settlement payable under an insurance policy (we will negotiate if your insurer refuses your claim, but not for a dispute over the amount of the claim); a dispute arising from any loan, mortgage, pension, investment or borrowing.



Section E – Your schedule shows if this section applies to your policy Cover under this section is arranged by Cigna Legal Protection.

What we can cover you for	What we can't cover you for
3. Bodily Injury the pursuit of any civil legal proceedings arising from the death of, or bodily injury to, the insured person.	 A claim relating to: any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident; defending an insured person's legal rights, but defending a counter-claim is covered.
 4. Property Protection the pursuit of defence of any dispute arising from: (a) The alleged infringement by the insured person of the legal rights of another person arising out of the rightful occupation or ownership by the insured person of the insured person's home or (b) The infringement by another person of the insured person's legal rights of arising out of the rightful occupation or ownership by the insured person of the insured person's home; provided that: the insured person has suffered or could suffer a financial loss if legal proceedings are not pursued or defended; the insured person agrees to use alternative dispute resolution to attempt to settle any dispute, if we consider it to be appropriate; the amount in dispute is more than £100. 	 (i) A claim relating to: a contract entered into by an insured person; any building or land other than your principal home; someone legally taking an insured person's material property from them, whether the insured person is offered money or not, or restrictions or controls placed on an insured person's material property by any government or public or local authority, unless the claim is for accidental physical damage; work done by any government or public or local authority, unless the claim is for accidental physical damage; a motor vehicle owned or used by, or hired or leased to, an insured person; mining subsidence. (ii) Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered. The first £250 of any claim for legal nuisance or trespass. This is payable as soon as we accept the claim.



Section E – Your schedule shows if this section applies to your policy

Cover under this section is arranged by Cigna Legal Protection.

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

Sections A-D have their own General Conditions which are detailed on pages 40-42.

1. Due observance

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

2. Reasonable care

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

3. Cancellation

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

4. Arbitration

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

All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs.

If the decision is made in favour of the **insurer** the **insured person** costs shall not be recoverable under the policy.

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

5. Renewal

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

Claims Settlement Conditions

1. Notification of claims

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

This should be sent to Cigna Legal Protection, First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

2. Consent Precedent to Insurer's Liability

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



Section E – Your schedule shows if this section applies to your policy

Cover under this section is arranged by Cigna Legal Protection.

- (i) there are reasonable prospects of successfully pursuing or defending the **legal proceedings**;
- and
- (ii) it is reasonable in all the specific circumstances of the case for costs and expenses to be provided.

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

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

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

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

3. Minimising claims or legal proceedings

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

4. Conduct of Legal Proceedings

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

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

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

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

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

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

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



Section E – Your schedule shows if this section applies to your policy

Cover under this section is arranged by Cigna Legal Protection.

representative more than **we** would pay **our** own choice of representative.

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

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

(b) Action we may take

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

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

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

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

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

(d) Access to the appointed representative

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

(e) Instruction of counsel or appointment of expert witnesses

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

(f) Appeal procedure

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

- the insured person must tell us of the wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- the appeal arises from legal proceedings to which we have already given our agreement under the terms of claims settlement condition 2 above.
- this application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal.

Legal Protection Helpline 0330 024 2290

General Conditions



Section E – Your schedule shows if this section applies to your policy

Cover under this section is arranged by Cigna Legal Protection.

- the appeal complies with the requirements of Claims Settlement Condition 2 in the same way as the initial claim for costs and expenses.
- we think the insured person has a reasonable chance of winning the appeal and achieving a reasonable outcome.
- the insured person must give us the reasons for bringing the appeal.

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

(g) Withdrawal by the insured person

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

(h) Offer of settlement

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

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

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

(i) Payment of legal expenses

All bills relating to any **legal proceedings** which the **insured person** receives from the **appointed**

representative should be forwarded to **us** without delay.

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

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

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

(j) Recovery of costs and expenses

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

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

General Exclusions



Section E – Your schedule shows if this section applies to your policy

Cover under this section is arranged by Cigna Legal Protection.

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

- Any claim reported to us more than 180 days after the insured person should have known about the insured incident.
- **2.** Any incident or matter arising before the start of the cover provided by this section.
- 3. **Costs and expenses** incurred before **we** have given **our** written consent.
- Fines, penalties, compensation or damages which an insured person is ordered to pay by a court or other authority.
- **5.** Any insured incident intentionally brought about by an **insured person**.
- 6. Any legal action an insured person takes which we or the representative have not agreed to, or where an insured person does anything that hinders us or the representative.
- Any claim relating to an insured person's alleged dishonesty, fraud, malicious conduct or alleged violent behaviour.
- 8. Any legal proceedings between:
 - (i) you and any members of your family;
 - (ii) any members of your family.
- Any legal proceedings between the insured person and the insured person's spouse, partner or former spouse or partner including any dispute relating to the custody of children.
- Any legal proceedings brought or transferred outside the territorial limits.
- **11.** Any **legal proceedings** where a reasonable estimate of any **costs and expenses** to be

- paid would exceed a realistic valuation of the **insured person's** claim.
- 12. Any matter arising from, or relating to any business or trading activity or venture for gain undertaken by the insured person including but not limited to any personal guarantee (whether for gain or not) or investment in unlisted companies. Notwithstanding the provisions of this exclusion the insurer will indemnify the insured person in respect of costs and expenses incurred in the pursuit of legal proceedings arising from the insured person's contract of employment subject other wise to the terms and conditions of this policy.
- A claim relating to written or verbal remarks which damage an insured person's reputation.
- 14. The defence of any legal proceedings arising from or relating to the insured person's liability in their capacity as a director or officer of any company.
- 15. Any legal proceedings where the insured person is indemnified by or entitled to be indemnified by:
 - (i) any other insurance policy; or
 - (ii) any policy which the **insured person** is required to hold by law.
- 16. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, we do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
- 17. Notwithstanding General Condition 4 Arbitration a dispute with Covea Insurance plc, us or the insurer unless the dispute falls.

Legal Protection Helpline 0330 024 2290

General Exclusions



Section E – Your schedule shows if this section applies to your policy Cover under this section is arranged by Cigna Legal Protection.

- **18.** Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interests.
- 19. An application for judicial review.
- **20.** Any **costs or expenses** arising directly or indirectly from:
 - equipment failing correctly to recognise data representing year 2000 or any other date in such a way that is does not work properly or at all;
 - (ii) computer viruses, including any program or software which prevents any operation system, computer program or software working properly or at all.

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

More Information



Section E – Your schedule shows if this section applies to your policy

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Law Applicable to the Contract

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

Registration and Regulatory Information

Cigna Europe Insurance Company S.A.-N.V. UK Branch, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Registered in Belgium with limited liability (Brussels trade register no. 0474624562), Avenue de Cortenbergh 52, 1000 Brussels, Belgium. Subject to the prudential supervision of the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (Belgium) and to the supervision of the Financial Services and Markets Authority (FSMA), rue du Congrès 12-14, 1000 Brussels (Belgium), in the field of consumer protection and subject to limited regulation by the Financial Conduct Authority. Details of the extent of our regulation by the Financial Conduct Authority are available on request. Cigna Europe Insurance Company S.A.-N.V. is represented through their UK branch and is registered in England and Wales, No. FC032098 with the registered office address of Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Both Cigna Europe Insurance Company S.A.-N.V. and Cigna Insurance Services (Europe) Limited are part of the Cigna group of companies.

FSCS Information

Cigna Europe Insurance Company S.A.-N.V. is covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at

www.fscs.org.uk or by contacting them 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by telephone on 0800 678 1100.

Data Protection Notice – How we protect your personal data

Introduction

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

The Data Controller

The Data Controller will be Cigna Insurance Services (Europe) Limited.

Protection of your personal data

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

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include other companies within the Cigna Group) or **our** agents. **Your** personal & sensitive data may also be shared with the underwriter of **our** insurance products.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **our** behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

Inaccurate Data

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

Telephone calls

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

Fraud prevention, detection and claims history

In order to prevent and detect fraud \mathbf{we} may at any time:

- Share information about you with other organisations and public bodies including the Police:
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
- Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches

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

Customer Satisfaction Surveys

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

Marketing

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

How to make a claim



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

- Immediately telephone Cigna on 0330 024 2290 and provide them with your scheme reference code 70526.
- 2. Cigna may send **you** a Claims Form for completion. This should be returned with any relevant supporting documentation to:

Cigna Legal Protection, First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB. Email: personal.claims@cignainsurance.co.uk

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

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

Is Something Wrong?



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Complaints Procedure

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

Our complaints process

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

When you contact us we promise to;

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

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

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

Customer Relations Office

Cigna Legal Protection First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB Telephone: 0330 100 9513 Fax: 0330 100 9514

Email: corporate.info@cignainsurance.co.uk

What to do if you are still not satisfied

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

Financial Ombudsman Service

(Insurance Division)

Exchange Tower, Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567

Email:

complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Your rights

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

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

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



Your Home Insurance

Profile Product



0330 221 0444



www.coveainsurance.co.uk



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