

## **CHOICES EXTRA**

Home insurance policy





**RSA** 

**Emergency assistance** 

Legal Helpline

▶ 0800 092 3131

▶ 01455 255121

Our helplines are open 24 hours a day, 365 days a year.

When calling the legal helpline please quote the following reference number: 33896

## Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy booklet. It is important that you and your family comply with all policy conditions and you should familiarise yourself with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- $\bullet$  Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable us to make an initial evaluation on policy liability and claim value. We may, however, request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item you are claiming for is beyond repair

Sometimes we or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, to inspect the damage, or undertake further investigation.

## **Preferred Suppliers**

We take pride in the claims service we offer to our customers. Our philosophy is to repair or replace lost or damaged property, where we consider it appropriate, and we have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

Where we can offer repair or replacement through a preferred supplier but we agree to pay our customer a cash settlement, then payment will normally not exceed the amount we would have paid our preferred supplier.

### Our commitment to customer service

At RSA, we are committed to going the extra mile for our customers and wherever possible, exceeding their expectations.

If you believe that we have not delivered the service you expected or you are concerned about any aspect of the service we have provided, then please let us know, preferably through your usual sales and service contact point.

If you are unsure how to contact your sales and service point please contact our Customer Relations Team. Details of which follow.

## 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.

We aim to resolve your concerns within 24 hours. Experience tells us that most difficulties can be sorted within this time.

In the unlikely event that your concerns have not been resolved within this time, we will issue a letter acknowledging your complaint, letting you know the reasons why and we will continue to keep you well informed of the further actions we will be taking to reach a suitable conclusion.

If you continue to be unhappy with our proposed course of action, you can progress your complaint with our Customer Relations Team who will conduct a separate investigation and full review, that will be concluded by us issuing a final response letter.

# HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

#### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

How your information will be used and who we share it with Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks:
- Recover debt:
- Prevent and detect crime:
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

#### Sensitive information

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

## Fraud prevention agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## Claims history

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the registers.

#### How to contact us

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to:

Data Protection Liaison Officer,

Customer Relations Office.

RSA.

Bowling Mill,

Dean Clough Industrial Estate,

Halifax

HX3 5WA

Customer Relations can be contacted by: Write: Customer Relations Office

RSA, Bowling Mil, Dean Clough Industrial Park, Halifax HX3 5WA

Fmail: crt.halifax@uk.rsagroup.com

## If you are still not happy

If you are still not satisfied after the review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you can refer your complaint to them.

They can be contacted at:

Write: Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone: 0800 0234567 (Landlines)

0300 1239123 (Mobile)

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

Website: www.financial-ombudsman.org.uk

You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

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

## Thank you for your feedback

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

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## POLICY INFORMATION

## Helplines

Helpline services we arrange for you.

As an RSA customer, your family has access to our helplines and emergency service 24 hours a day, 365 days a year.

Whenever you need help, all you need to do is phone the appropriate number. Quote your policy number and tell us about your problem. We will do the rest.

These services are free and you can use them while you have insurance with us.

Emergency assistance **0800 092 3131** (freephone)

**01455 255121** (quoting number 33896) Legal advice

We provide help with any personal legal problems, including tax.

For your protection, telephone calls may be recorded and monitored.

## About your policy

Your policy is made up of the following.

The **schedule** which shows which sections of the policy wording apply to **you**, the sums insured and the premium **you** will pay. It will show any special terms which apply to **your** policy.

The policy **schedule** includes a **summary of limits** which shows any special limits which apply to the cover.

You should read the schedule and policy wording together.

**Your** policy tells **you** exactly what is and what is not covered, how **we** settle claims and other important information.

We have listed words with special meanings on pages 58 to 65.

They are printed in bold type whenever they appear in the policy.

We have set out 'What is covered' to the left of each page and 'What is not covered' to the right.

There are also some general exclusions which apply to **your** policy and **we** have listed these on pages 56 to 57.

Keeping your sums insured up to date.

You must make sure that you keep your sums insured up to date.

Please refer to the renewal or review **schedule** for details and for information on how **we** index link **your** policy, if this applies.

## The insurance contract

This policy is a legal contract between you and us. The contract is based on the information you gave us when you applied for the insurance.

You must pay the premium for the insurance period and keep to all the conditions which are set out on pages 54 to 55.

If you do not meet your part of the contract, we may turn down a claim or increase the premium, or you may find that you are not covered.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you live, or, if you live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you live.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you live, or, if you live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you live.

Royal & Sun Alliance Insurance plc have produced this policy.

## Authority to Renew

If we are willing to continue providing cover and we advise you beforehand of our renewal terms, you authorise us to renew this policy and any subsequent policy on expiry, in accordance with our renewal terms at that time, unless you advise us otherwise before the renewal date.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 IXL. Authorised and regulated by the Financial Services Authority.

## How to make a claim

Follow the steps below.

- In an emergency, **you** should take any immediate action which **you** need to protect **your** property from further damage, such as switching off the gas, electricity and water.
- 2 If the emergency situation continues or **emergency repairs** are needed, phone **us** on 0800 092 3131.
  - For your protection, telephone calls may be recorded and monitored.
- 3 Check your schedule, your summary of limits and policy wording to see if you are covered for the loss or damage. Read carefully any conditions that may apply and the sections in the policy headed 'What is not covered'.
- 4 Read the 'Claim conditions' on pages 52 to 53 and follow any instructions given.
- 5 Contact **us** at the address and phone number shown on **your schedule** or contact **your** insurance adviser and quote **your** policy number for advice on policy cover and how to go ahead with **your** claim.
- 6 Please do not throw away any damaged items before we have had a chance to inspect them.

### What we will do

(This will depend on the type of claim and the value involved).

- I We may be able to settle the claim from the information you have given on your claim form. This is why it is important to keep receipts, valuations and photographs of more expensive items to speed up the time it takes to settle the claim.
- 2 You may be able to start repairs straight away but you will need to get estimates for repairs first.
- 3 We may need to contact you for more information.
- 4 We may need to send a member of our claims staff or a loss adjuster to find out more about your claim. A loss adjuster specialises in dealing with insurance claims. He or she will report to us. We will pay any fee involved.

Our claims staff take pride in their service and will do all they can to help you.

## **POLICY SECTIONS**

## Emergency assistance section

## What is covered

- a We will arrange for an experienced and competent contractor to make emergency repairs as long as you tell us about the emergency by using the freephone number.
- b **We** will arrange for overnight accommodation for **your family** if **we** accept that **your home** cannot be lived in because of the emergency.

### What is not covered

## Emergency assistance section - Claims settlement

We will pay the cost of the emergency repairs and overnight accommodation.

The most we will pay for any one claim is the sum insured shown on your schedule.

This part of the policy sets out the cover **we** provide for the **buildings** of **your home** if this section is shown on **your schedule**.

#### What is covered

## **Buildings**

Damage caused by the following.

- I Fire, lightning, explosion, earthquake.
- 2 Smoke.
- 3 Storm or flood.
- 4 Freezing water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.
- 5 Riot, civil commotion, strike, labour or political disturbance.
- 6 Malicious people or vandals.

#### What is not covered

The excess shown in your schedule.

Damage caused by anything which happens gradually.

Damage caused by frost. Damage caused to fences, gates and hedges.

Damage to the appliance or system which the water or oil escapes from, except where the damage is caused by freezing. Loss or damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row. Damage caused by corrosion, rusting and wear and tear.

Loss or damage caused by any of **your** family, by anyone who is living with **you** or by anyone to whom **your home** or any part of it is lent or let.

Loss or damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.

Theft or attempted theft.

8 Subsidence or heave of the land on which the buildings stand, or of land belonging to the buildings, or landslip.

#### What is not covered

Loss or damage caused by any of your family, by anyone who is living with you or by anyone to whom your home or any part of it is lent or let.

Loss or damage caused while your house has been left unfurnished or unoccupied for more than 45 days in a row.

The subsidence, heave or landslip excess shown in your schedule. Damage to patios, drives, terraces, footpaths, tennis courts, swimming pools, walls, fences, gates and hedges unless your home is damaged by the same cause and at the same time.

Damage to solid floors, or damage caused because solid floors have moved, unless the foundations of the outside walls of your home are damaged by the same cause and at the same time.

Damage caused by new structures bedding down or newly made-up ground settling.

Damage caused by the coast or a river bank being worn away.

Damage caused by or from your home being altered or repaired.

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

Loss or damage caused by chemicals reacting with any materials which the home is built from.

- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment, their fittings or masts.
- II Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting the **buildings**.

## What is not covered

Damage caused by pets, insects or vermin.

## Extra cover

- 12 Accidental damage to drains, pipes, cables and underground tanks used to provide services to or from your home which your family is legally responsible for.
- 13 Accidental breakage of glass, ceramic hobs if fitted, sanitary ware and solar heating panels fixed to and forming part of your home.
- 14 Cover during sale.

  If you sell your home and, between the date you exchange contracts and the date you complete the sale, it is damaged by anything under risks 1 to 13 of this section, we will provide cover for the person buying your home when the sale has been completed.

The excess shown in your schedule.

Anything under the 'What is not covered' paragraphs of risks | to | | of this section.

Loss or damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.

This cover does not apply if insurance on the **buildings** of the **home** has been arranged by or for the buyer.

15 Short-term accommodation costs and rent.

If your house cannot be lived in because of damage by any of the risks I to I3, and I7 (if the cover is 'Accidental damage') of this section, we will pay:

- the reasonable cost of similar shortterm accommodation for your family who normally live in your home;
- the rent you would have received but have lost including up to two years' ground rent.
- 16 Legal fees which you have to pay to repossess your home if squatters are living in it.

#### What is not covered

Any costs **your family** should pay once **your home** can be lived in again.

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

The most we will pay for any claim is the limit shown on your summary of limits.

Any fees **you** agree to pay without **our** written permission.

The most **we** will pay is the limit shown on **your summary of limits.** 

## 17 Accidental damage.

We provide cover under this paragraph as well as cover under **Buildings** - risks 1-16, if **your schedule** shows the cover is 'Accidental damage'.

#### What is not covered

Damage caused while **your house** has been left **unfurnished** or **unoccupied** for more than 45 days in a row.

Damage caused by anyone to whom **your home** or any part of it is lent or let.

Damage caused by wear and tear, insects, vermin, fungus, damp, or anything which happens gradually.

Damage caused by or from **your home** being altered or repaired.

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

Damage caused by or from movement, settlement or shrinkage of any part of the buildings or of the land belonging to the buildings.

Damage caused by pets.

The cost of maintenance and normal redecoration.

Loss or damage caused by chemicals reacting with any materials which the **home** is built from.

Anything under the 'What is not covered' paragraphs of risks | to | 6 of the **buildings** section.

Legal responsibilities as owner.

**Your** legal responsibility to pay damages or costs to others which are the result of:

- accidental death, disease, illness or injury to anyone; or
- accidental damage to property.
- We will pay up to the limit shown in your summary of limits for this cover for any single event that happens during any insurance period if you are the owner (not the occupier) of the home and its land.

#### What is not covered

Anything belonging to any of **your family** or anything it is responsible for.

Injury, death, disease or illness to anyone employed by any of **your family**.

Any of **your family** owning or using any lift (except stairlifts).

Any agreement or contract which adds any responsibility which **you** would not have had otherwise.

Any responsibility resulting from any of your family's employment, business or profession.

Injury, death, disease or illness to any of your family.

Any defence costs and expenses **you** pay or agree to pay without **our** written permission.

Damage, injury, death, illness or disease which happens outside any **insurance period**.

#### What is not covered

b We will pay up to the limit shown in your summary of limits for this cover for any single event that happens during any insurance period and is caused by you having owned and lived in any home in the past, and which arises because of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.

We will only pay if:

- at the time of the event, **you** no longer have a legal title or any other interest in that home: and
- there is no other insurance which covers your legal responsibility.

If this policy is cancelled when **you** sell **your home**, **you** will be insured for up to 7 years under the terms of paragraph b, as long as **you** do not have this cover under another policy.

If something has already happened which is covered under this paragraph, but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

## Buildings section - Claims settlement

How we settle claims under the Buildings section

As long as the damage is covered under **your** policy, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, including **fees and other costs**. If the damaged parts are no longer available in their original form, **we** will replace them with parts of a similar quality. If the **buildings** have not been kept in a good state of repair, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings**, but **we** will take off an amount for wear and tear.

## If your sum insured is too low

If at the time of any loss or damage the sum insured is less than the **full rebuilding cost, we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of rebuilding, **we** will only pay 80% of **your** claim.

If repairs or replacement are not carried out

If you do not repair or replace the **buildings**, we will pay the reduction in market value of the **buildings** caused by the damage. We will not pay more than it would have cost to repair the damage if the repair work had been done straight away.

Building regulations, local authority or legal conditions

We will not pay the cost of meeting building regulations, local authority or legal conditions if you knew that you needed to meet any regulations or conditions and a notice was served on you before the damage happened. We will not pay the cost of meeting any regulations or conditions if they apply to any undamaged parts of the buildings.

We will not pay if the value of your buildings is reduced because you have repaired or replaced the buildings.

## **Excess**

We will take off the excess from the amount we pay you to settle your claim.

What **we** will pay

The most we will pay for any one claim under risks 1 to 14 and 17, including fees and other costs, is the buildings sum insured shown on your schedule. There may be special limits shown on your schedule.

The sum insured on **buildings** will not be reduced after a claim is paid.

## Trees, shrubs, plants and lawns section

This part of the policy sets out the cover for trees, shrubs, plants and lawns. It only applies if the section trees, shrubs, plants and lawns appears on **your schedule**.

### What is covered

Trees, shrubs, plants and lawns

Damage caused by the following.

- I Fire, lightning, explosion, earthquake.
- 2 Riot, civil commotion, strike, labour or political disturbance
- 3 Malicious people or vandals
- 4 Theft or attempted theft
- 5 Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting **your** trees, shrubs, plants and lawns

## What is not covered

The excess shown in your schedule.

The most **we** will pay is the limit shown on **your schedule**.

Damage caused by pets, insects or vermin.

## Trees, shrubs, plants and lawns section - Claims settlement

How we settle claims under the trees, shrubs, plants and lawns section

**We** will pay the cost of repairing or replacing the damaged parts of the trees, shrubs, plants or lawns.

We will take off the excess from the amount we pay you to settle your claim.

The most **we** will pay for any claim under this section is the sum insured shown on **your schedule**.

Loss or damage caused by any of **your** family, by anyone who is living with **you** or by anyone to whom **your home** or any part

Loss or damage caused while **your house** has been left **unoccupied** for more than 45

of it is lent or let.

days in a row.

## Contents section

political disturbance.Malicious people or vandals.

This part of the policy sets out the cover **we** provide for the **contents** in **your home** if this section is shown on **your schedule**.

section is shown on <b>your schedule</b> .			
What is covered		What is not covered	
Contents in your home.		The excess shown in your schedule.	
Loss or damage caused by the following:			
1	Fire, lightning, explosion, earthquake.		
2	Smoke.	Loss or damage caused by anything which happens gradually.	
3	Storm or flood.		
	Water escaping from washing machines, dishwashers, fixed water or fixed heating systems. Oil escaping from a fixed heating system.	Damage to the appliance or system which the water or oil escapes from.	
		Loss or damage caused while <b>your house</b> has been left <b>unoccupied</b> for more than 45	
5	Riot, civil commotion, strike, labour or	days in a row.	

7 Theft or attempted theft.

#### What is not covered

Loss or damage caused by any of **your** family or domestic employees who live with **you**.

Unless force and violence are used to get into or out of your home, we will not pay for loss or damage caused by anyone who is living with you or by anyone to whom your home or any part of it is lent or let.

Loss or damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay for any claim for loss or damage from any outbuilding is the limit shown on **your summary of limits**.

For theft of **credit cards we** will not pay for loss which results from any cardholder not following the card company's terms and conditions.

8 Subsidence or heave of the land on which your home stands, or land belonging to your home, or landslip.

#### What is not covered

Loss or damage caused by new structures bedding down or newly made-up ground settling.

Loss or damage caused because solid floors have moved unless the foundations of the outside walls of **your home** are damaged by the same cause and at the same time.

Loss or damage caused by the coast or a river bank being worn away.

Loss or damage caused by or from **your home** being demolished, altered or repaired.

Loss or damage caused by or from faulty workmanship, design or materials.

Loss or damage caused by chemicals reacting with any materials which **your home** is built from.

- 9 Falling trees or branches.
- 10 Falling aerials or satellite receiving equipment, their fittings or masts.
- II Flying objects, vehicles, trains, animals or aircraft or anything dropped from them hitting your home or your contents.

Loss or damage caused by pets, insects or vermin.

## Extra cover

## 12 Contents in the garden.

Loss or damage to **contents in the garden** by any of the risks | to | | of this section.

# 13 **Contents** temporarily away from your home.

Loss or damage caused by any of the risks | to | | of this section while they are temporarily:

- a in a bank, safe deposit or occupied private house or in any other building where any of your family are living or carrying on any business within the EU: or
- b elsewhere in the **EU**.

#### What is not covered

The excess shown in your schedule.

Anything under the 'What is not covered' paragraphs of risks | to | | of this section.

Loss or damage caused by storm, flood or frost.

The most **we** will pay for any one claim is the limit shown on **your summary of limits**.

## Money and credit cards.

The most we will pay for any one claim is the limit shown on your summary of limits.

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

## 14 Contents when you move home.

Accidental loss or damage caused while a professional removal firm is moving your contents by road from your home to another permanent home in the British Isles.

## What is not covered

Loss or damage while the **contents** are in storage.

Loss or damage caused by storm or flood to **contents** not in a building.

The most we will pay for loss or damage caused to contents belonging to any of your family while they are living away from home at university or college is the limit shown on your summary of limits.

Anything under the 'What is not covered' paragraphs of risks | to | | of the **contents** section.

Loss or damage to china, glass, pottery or other items which are brittle unless they have been packed by professional packers.

Loss or damage while your contents are in storage or being moved to or from storage.

Loss of money and credit cards.

Loss or damage caused by damp, vermin, fungus.

## 15 Short-term accommodation costs.

If your home cannot be lived in because of loss or damage caused by any of risks I to II, and 26 (if the cover is 'Accidental damage') of this section, we will pay the reasonable cost of similar short-term accommodation for your family.

## 16 Locks and keys.

If you lose the keys to the inside and outside doors of your home or to safes or alarms in your home or they are stolen, or there is accidental damage to the locks of the outside doors, safes or alarms, we will either pay the cost of:

- · changing parts of the locks; or
- replacing the locks, if **we** choose.

## 17 Metered water and oil.

- a Loss of metered water in your home by any of risks | to | | of this section.
- b The cost of oil lost from the domestic heating installation following accidental damage to any part of the domestic heating installation.

## What is not covered

Any costs **your family** would have to pay once **your home** can be lived in again.

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

The most **we** will pay for any one claim is the limit shown on **your summary of limits.** 

The most **we** will pay for any one claim is the limit shown on **your summary of limits.** 

Loss or damage caused while **your house** has been left **unoccupied** for more than 45 days in a row.

The most we will pay for any one claim is the limit shown on your summary of limits.

18 Food in a freezer in your home.

The cost of replacing food and of hiring another freezer temporarily if the temperature in your freezer goes up or down, or if the food is contaminated by refrigerant or refrigerant fumes.

- 19 Accidental loss or damage to satellite receiving equipment which is permanently fixed to the outside of your home.
- 20 Accidental damage to televisions, videos, audio and computer equipment and their aerials in your home.

#### What is not covered

Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to your home.

Loss or damage due to deliberate neglect by your family.

The most we will pay for any one claim is the limit shown on your summary of limits.

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Damage caused while your house has been left unoccupied for more than 45 days in a row.

- 21 Accidental breakage of mirrors, plate glass tops to furniture, ceramic hobs and fixed glass in furniture in **your home**.
- 22 Loss or damage caused by any of the risks | to | | of the contents section and accidental damage to business equipment.

23 Replacing documents.

The cost of replacing deeds, bonds, securities or similar private documents if they are lost or damaged by any of risks I to II of this section, while in your home or kept with your mortgage lender, bank or solicitor.

#### What is not covered

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown and anything which happens gradually.

Damage caused while **your house** has been **unoccupied** for more than 45 days in a row.

The most we will pay for any one claim is the limit shown on your summary of limits.

Anything under the 'What is not covered' paragraphs of risks | to | | of the **contents** section.

**Securities** or bonds which **you** can easily spend or convert into their face value.

24 Christmas and wedding gifts.

We automatically increase the contents sum insured by the amount shown on your summary of limits in the following circumstances.

- a During December for Christmas gifts.
- b During the period one month before and one month after the wedding of any member of your family. We insure wedding gifts against loss or damage by any of risks | to | | of this section when they are:
  - in your home;
  - in the building where the wedding reception is held;
  - in the new home of the bride and groom; or
  - being transported between any of the places described above.

#### What is not covered

The most **we** will pay for any one claim is the limit shown on **your summary of limits.** 

- 25 **Your** legal responsibility as tenant of **your home** (not the **owner** or landlord) for the following.
  - a Damage to your home caused by:
    - storm or flood:
    - freezing water in fixed water or heating systems;
    - water escaping from washing machines, dishwashers, fixed water or fixed heating systems;
    - oil escaping from a fixed heating system;
    - riot, civil commotion, strike, labour or political disturbance;
    - malicious people or vandals;
    - theft or attempted theft;
    - falling trees or branches;
    - falling aerials or satellite receiving equipment, their fittings or masts.
  - b Accidental damage to drains, pipes, cables and underground tanks used to provide services to or from your home.
  - Accidental breakage of glass or sanitary ware fixed to and forming part of your home.
  - d Damage to tenants' improvements and decorating inside the home and landlords' fixtures and fittings for which your family is responsible.

#### What is not covered

Damage while the **house** has been left **unoccupied** for more than 45 days in a row.

Damage caused by frost.

Damage caused by a storm or flood or falling trees or branches to fences, gates and hedges.

Theft or attempted theft by your family, by anyone who is living with you or by anyone to whom your home or any part of it is lent or let.

Damage by wear and tear or anything which happens gradually.

The most we will pay for any one claim is the limit shown on your summary of limits.

# 26 Accidental damage.

We provide cover under this paragraph as well as cover under Contents - risks I to 25, if your schedule shows the cover is 'Accidental damage'.

# What is not covered

Damage to clothing and food.

Damage to childrens' motorcycles.

Damage caused by anyone to whom **your home** or any part of it is lent or let.

Damage caused by wear and tear, damp, vermin, fungus, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

Loss or damage while **your house** has been left **unoccupied** for more than 45 days in a row.

Damage caused by pets. Anything under the 'What is not covered' paragraphs of risks I to 24 of the **contents** section.

Legal responsibilities as **occupier**, in **your** personal life and as an employer to domestic employees.

The legal responsibility of any of **your family** to pay damages or costs to others which are the result of:

- accidental death, disease, illness or injury to anyone; or
- accidental damage to property.

We will pay up to the limit shown in your summary of limits for any single event that happens during any insurance period caused by:

- a) you as occupier of your home and its land;
- b) any of your family in their personal life; or
- c) your family as an employer to any of your domestic employees, in the EU or worldwide during a temporary visit.

#### What is not covered

Anything belonging to any of **your family** or anything it is responsible for.

Injury, death, disease or illness to any of your family.

Any responsibility resulting from any of **your family's** employment, business or profession. Any of **your family** owning or using any lift, motorised vehicle (except garden machinery, stairlifts, **childrens' motorcycles** and

pedestrian-controlled vehicles used in or about the **home**), caravans, trailers, aircraft, hovercraft, jetskis or boats (except hand-propelled boats).

Any responsibility to any of your family's employees which you need compulsory insurance or security for under any road traffic law.

Any agreement or contract which adds any responsibility which **your family** would not have had otherwise.

Anything caused directly or indirectly from any of **your family** passing on or being treated for any disease or virus.

Any responsibility as an employer to anyone employed by any of **your family** in any business or profession. This does not include domestic employees.

'What is not covered' is continued on next page.

#### What is not covered

Injury, death, disease, illness or damage caused by any dog **your family** owns or is legally responsible for if the dog is described in Section 1 of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991.

Any defence costs and expenses **you** agree to pay without **our** written permission.

Damage, injury, death, illness or disease which happens outside any **insurance period**.

Any liability arising from the ownership of land not forming part of **your home**. Damage, injury, death, illness or disease caused by using horses for racing or steeplechasing.

If something has already happened which is covered under this paragraph but **you** die before any claim is settled, **we** will transfer cover to **your** legal representative as long as they meet the conditions of the policy where possible.

#### Contents section - Claims settlement

How we settle claims under the Contents section

If an item can be economically repaired, **we** will pay the cost of repair. Otherwise, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item, except for **household linen**, clothing and **pedal cycles**. **We** will take off an amount for wear and tear for these items.

# If your sum insured is too low

If, when the loss or damage happens, the sum insured on **your schedule** is less than the cost of replacing all the **contents** as new (less an amount **we** take off for wear and tear on **household linen**, clothing and **pedal cycles**), **we** will only pay for part of the loss or damage. For example, if **your** sum insured only covers 80% of the cost of replacing the **contents**, **we** will only pay 80% of **your** claim.

# The most we will pay

The most we will pay for any one claim for contents is the contents sum insured shown on your schedule. There are special limits shown on your schedule.

#### Excess

We will take off the excess from the amount we pay you to settle your claim.

The sum insured on contents will not be reduced after a claim is paid.

# Students' contents and pedal cycles section

This part of the policy sets out the cover we provide for students' contents and pedal cycles if this section is shown on your schedule.

### What is covered

- a Loss or damage caused by any of the risks | to | | of the contents section to contents which belong to or are the legal responsibility of students in your family while the contents are temporarily:
  - in a private house;
  - in any other building where any of your family are living or studying, while they are away from home at university, college or school; or
  - elsewhere in the EU.

#### What is not covered

The excess shown in your schedule

Loss or damage caused by theft or attempted theft unless force and violence is used to get into or out of a building.

# Sports equipment

# Money and credit cards

Loss or damage when the students' contents are in a house or building which has been left unoccupied for more than 45 days in a row.

Anything under the 'What is not covered' paragraphs of risks | to | | of the contents section.

Any loss or damage outside the **EU**.

b Accidental loss of or damage to pedal cycles belonging to students in your family, or which they are legally responsible for, while in the EU.

#### What is not covered

The excess shown in your schedule Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official organisation confiscating **your** belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

Loss or damage while any **pedal cycle** is being used for racing.

When the **pedal cycles** are in a building where **you** are living, loss or damage while the building has been left **unoccupied** for more than 45 days in a row.

Loss of any unattended **pedal cycle** unless it is in a building or securely locked to a permanent fixture.

Students' contents and pedal cycles section - Claims settlement

If an item can be repaired economically, **we** will pay the cost of the repair. If not, **we** will replace it with a new item if **we** choose, or **we** will pay the replacement cost of a new item. This does not apply to **household linen**, clothing and **pedal cycles**. **We** will take off an amount for wear and tear for these items.

We will take off the excess from the amount we pay.

The most **we** will pay for any one claim for students' **contents** and **pedal cycles** is the sum insured shown on **your schedule**.

There are special limits which apply to this section which are shown on your schedule.

This part of the policy sets out the cover for business use. It only applies if the section business use appears on **your schedule**.

# What is covered

- a Loss or damage caused by any of the risks | to | | of the contents section and accidental damage to business equipment in your home.
- b Loss or damage caused by any of the risks | to | | of the contents section to business stock and materials and business petty cash in your home.

#### What is not covered

The excess shown in your schedule.

Anything under the 'What is not covered' paragraphs of risks | to | | of the **contents** section.

Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.

#### Business use section - Claims settlement

The most we will pay for any one claim under the business use section is the limit shown on your schedule against business equipment, business stock and materials and business petty cash.

We will take off the excess from the amount we pay you to settle your claim.

# Personal belongings section

# Extra options

Pages 47 to 51 set out the extra options which **you** can take out if **you** have selected **Contents** cover. They are included if they are shown on **your schedule**.

This part of the policy sets out the cover we provide for personal belongings and money and credit cards in or away from your home, if this section is shown on your schedule.

#### What is covered

# Personal belongings

Ia Loss or damage to **personal belongings** in the **EU** and anywhere else for the time limit shown on **your summary** of limits

### What is not covered

The excess shown in your schedule.

Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, renovation or restoration, mechanical or electrical breakdown.

Customs, or other official body confiscating your belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

When the belongings are in your home, loss or damage while your house has been left unoccupied for more than 45 days in a row. The most we will pay if someone steals or tries to steal your family's personal belongings whilst in an unattended motor vehicle is the limit shown on your summary of limits. Personal belongings permanently in any premises your family owns, leases or rents except the house shown on your schedule.

# Money

Ib Loss of money in the EU and anywhere else for the time limit shown on your summary of limits.

#### Credit cards

Ic Loss because the **credit cards** have been used without the permission of any of the cardholders in the **EU** and anywhere else for the time limit shown on **your summary of limits**.

# What is not covered

The excess shown in your schedule. Confiscation, loss of value or loss due to incorrect receipts, payments or accountancy. When the money is in your home, loss caused while your house has been left unoccupied for more than 45 days in a row.

Loss in the value of money.

The excess shown in your schedule.

Illegal use by any of your family.

Loss which results from any cardholder not following the card company's terms and conditions.

When the **credit cards** are in **your home**, loss caused while **your house** has been left **unoccupied** for more than 45 days in a row.

This part of the policy sets out the cover we provide for sports equipment in or away from your home, if 'sports equipment' is shown under your Personal belongings section.

#### What is covered

# Sports equipment

2 Accidental loss of or damage to **sports** equipment which belongs to your family, or which it is legally responsible for, in the EU and anywhere else for the time limit shown on your summary of limits

#### What is not covered

The excess shown in your schedule.

Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official body confiscating your belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets.

Motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them.

Clothing other than specialised sports clothing. Loss or damage while taking part in organised racing (other than on foot) or professional sport.

Loss or damage caused by anyone abandoning the equipment.

Loss or damage caused deliberately by anyone using the equipment.

When the property is in your home, loss or damage while the house has been left **unoccupied** for more than 45 days in a row.

The most **we** will pay if someone steals or tries to steal the sports equipment while in an unattended motor vehicle is the limit shown on your summary of limits.

This part of the policy sets out the cover we provide for pedal cycles in or away from your home, if 'pedal cycles' is shown under your Personal belongings section.

#### What is covered

# Pedal cycles

3 Accidental loss of or damage to **pedal** cycles belonging to your family, or which it is legally responsible for, in the EU and anywhere else for the time limit shown on your summary of limits.

#### What is not covered

The excess shown in your schedule. Loss or damage caused by wear and tear, damp, vermin, fungus, damage from cleaning, altering or repairing, restoration, mechanical or electrical breakdown, loss of value.

Customs or other official organisation confiscating your belongings.

Loss or damage caused by anything which happens gradually.

Loss or damage caused by pets. Loss or damage while any pedal cycle is being used for racing.

When the pedal cycles are in your home, loss or damage while the house has been left unoccupied for more than 45 days in a row.

Loss of any unattended **pedal cycle** unless in a building or securely locked to a permanent fixture.

# Personal belongings section - Claims settlement

How we settle claims under the Personal belongings section

If any item has been damaged and it can be repaired economically, **we** will pay the cost of repair.

Otherwise, **we** will replace it with a new item if **we** choose, or pay the replacement cost of a new item except for clothing.

For clothing (including specialised sports clothing) and **pedal cycles**, **we** will take off an amount for wear and tear.

# Excess

We will take off the excess from any amount we pay.

The most **we** will pay

There are special limits which apply to this section which are shown on your schedule.

The most we will pay for any one claim is the sum insured shown on your schedule.

# POLICY INFORMATION

#### Claim conditions

These are the claims conditions you and your family will need to keep to as your part of this contract. If you do not, a claim may be rejected or payment could be reduced. In some circumstances your policy might be invalid.

#### What to do

If someone is holding any of your family responsible for an injury or any damage, nobody in your family must admit they were responsible. Tell us as soon as possible and give us full details in writing as soon as you can. If any of your family receive any writ, summons or other legal document, send it to us straight away without answering it.

If you find a credit card is missing, tell the credit card company immediately. Then tell us as soon as you can.

If you or your family are the victims of theft, riot, a malicious act or vandalism, or if you lose something away from your home, tell the police immediately upon discovery and ask for a crime reference number and tell us as soon as you can, or in case of riot tell us immediately.

For any other claims, tell us as soon as possible.

# Rights and responsibilities

We may need to get into a building that has been damaged to save anything we can and to make sure no more damage happens. You must help us to do this but you must not leave your property with us, as our responsibility.

You must not admit, settle, reject, negotiate or promise to pay any claim without our written permission. We will not unreasonably hold back our permission.

- take over the defence or settlement of any claim;
- start legal action in your name to get compensation from anyone else; or
- start legal action in **your** name to get back from anyone else any payments that have already been made.

You must give us, and pay for, all the information we reasonably ask for about any claim. You must also help us to take legal action against anyone or help us defend any legal action if we ask you to.

# Other insurance

If you claim under this policy for something which is also covered by another insurance policy, you must provide us with full details of the other insurance policy. We will only pay our share of any claim.

# Policy conditions

These are the other conditions you must keep to as your part of the contract.

# Taking care

Your family must take all reasonable steps to prevent loss or damage to everything which is covered by this insurance. Your family must keep all the property in good condition and in good repair.

# Changes in your circumstances

Using the address on the front of your schedule, you must tell us within 30 days as soon as you know about any of the following changes:

- A permanent change of address.
- If someone lives in your home other than you or your family.
- If the **home** is used for any business or professional purposes.
- If your home is unoccupied for more than 60 days in a year.
- If the **home** is not in a good state of repair.
- Work on the **home** other than routine maintenance or decoration.
- you or any member of your family has received a conviction for any offence except for driving
- Any change in the sum insured.

We may reassess your cover, terms and premiums when we are told about changes in your circumstances. If you do not tell us about any changes, or give us incorrect information, the wrong terms may be quoted, a claim might be rejected or payment could be reduced. In some circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

# Transferring **your** interest in the policy

You cannot transfer your interest in the policy to anyone else unless you get our written permission.

# Cancelling the policy

You may cancel this policy by giving us 14 days' written notice. If you cancel the policy, we will refund part of your premium for the rest of the current insurance period. We will only do this if you have not claimed during the insurance period.

If you cancel the policy within the first 30 days, as long as you have not made a claim, we will refund all the premium you paid.

We can cancel this policy by giving you at least 14 days notice at your last known address. This will not affect your right to make a claim for any event that happened before the cancellation date. If we cancel the policy we will refund premiums already paid for the remainder of the current insurance period.

Cancelling the monthly premium instalment agreement

**Your** policy has a normal **insurance period** of twelve months so **your** legal contract with **us** is for this period. **We** may have agreed to **you** paying **your** premium in monthly instalments.

If you miss a monthly premium, we will send you a notice asking you to pay the premium you have missed. If you do not pay the premiums you have missed by the date given in the notice, we will cancel all the cover under your policy.

If you want to cancel the credit agreement but not your policy, you must write to us at the address given on your schedule. We will then send you a reply telling you how much you will have to pay for the rest of the insurance period. If this amount is not paid by the date given in our reply to you, then we will cancel all cover under your policy.

If you want to cancel the monthly premium instalment agreement, you should also tell your bank, building society or Girobank to cancel your direct debit arrangement.

# Fraud

If any claim is fraudulent or if **your family** or anyone acting for **your family** is dishonest in claiming any benefit under **your** policy, **you** will lose all benefits under **your** policy.

Also read the conditions in the section 'Claim conditions'.

# Policy exclusions

These are the exclusions which apply to all the sections of **your** policy.

#### Radioactive contamination

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

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

#### War risks

Any loss or damage caused by any sort of war, invasion or revolution.

# Sonic bangs

Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

# Pollution or contamination

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,
  - and which was not the result of an intentional act.
  - and, which occurs during any insurance period.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

# Rot

Any loss or damage caused by wet rot or dry rot whether or not this was caused directly or indirectly by any other risk included in this insurance.

# Matching items

We will not pay the cost of replacing, repairing or changing any undamaged items or parts of items forming part of a set, suite, carpet or other items of a common nature, colour, design or use. This applies if the other items can still be used and the loss or damage only affects one part of the set.

# Existing and deliberate damage

We will not pay for any loss or damage which happens before this cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by your family.

Date change and computer viruses

This insurance does not cover direct or indirect liability, loss or damage caused:

- to **equipment** by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; and
- by computer viruses.

#### **Terrorism**

This insurance does not cover any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

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

# Words with special meanings

Any word defined below will have the same meaning wherever it is shown in **your** policy in bold print.

Word	Meaning
Accidental damage	Visible damage which has not been caused on purpose.
British Isles	England, Scotland, Wales, Northern Ireland, the Republic of Ireland, the Isle of Man and the Channel Islands.
Buildings	The <b>home</b> , its garages, greenhouses and outbuildings, statues and fountains cemented into the ground, patios, terraces, footpaths, drives, swimming pools, tennis courts, walls, fences, gates and hedges, including landlord's fixtures and fittings, all on the same site and all used for domestic purposes or for clerical business work only.
	Buildings does not include the following:
	• aerials, satellite receiving equipment, their fittings or masts.
Business equipment	Furniture, office machines, equipment and stationery used for business purposes which belong to, or are the legal responsibility of, your family and which you keep in your home. All of these items must be connected to a business you run from your home.
Business materials	Raw goods <b>you</b> keep in the <b>home</b> and use for making finished products which <b>you</b> sell or supply as part of the business <b>you</b> run from <b>your home</b> .

Word	Meaning
Business petty cash	Current bank notes and coins you keep in the home for the business you run from your home.
Business stock	Finished goods <b>you</b> sell or supply that <b>you</b> keep at <b>home</b> . These goods must be connected to the business <b>you</b> run from <b>your home</b> .
Children's motorcycle	Any motorcycle with a 50cc or less engine which has not been registered to use on a public road.
Computer viruses	Any program or software which prevents

Contents

Any motorcycle with a 50cc or less engine which has not been registered to use on a public road.

Any program or software which prevents any operating system, computer program or software working properly or working at all.

Household goods, valuables, household linen, aerials and satellite receiving equipment, personal belongings, sports equipment and pedal cycles in your home owned by any of your family or domestic employees who live with you, or for which they are legally responsible, including personal money, credit

cards and visitor's personal belongings not otherwise insured (up to the limits shown on

your summary of limits).

Word

# Meaning

Contents does not include the following:

- motorised vehicles (other than garden machinery, childrens' motorcycles and pedestrian-controlled vehicles), caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them (other than entertainment equipment you can take with you when you leave your vehicle);
- landlord's fixtures and fittings which you are responsible for;
- animals:
- plants, shrubs and trees in the garden;
- anything your family use for any trade or business purposes, except where we give special cover for business equipment under risk 22, or where the Business Use section is shown on your schedule;
- any items for which special insurance cover has been arranged by any of your family;
- garden ornaments and fountains which are fitted into the ground

Word Meaning
Contents in the garden Contents in the open on land belonging to

Credit cards

Credit, debit, charge, cheque, bankers, or cash dispenser cards all issued in the **British**Isles belonging to **you** or any member of **your family**.

your home.

**Credit cards** cover does not include the following:

 Credit cards held for trade or business purposes.

Any necessary temporary or permanent work to protect your buildings or your contents following a sudden or unexpected event which creates the risk of damage or a possible risk to the health of your family or any other person.

A change **we** or **our** agent make in writing to the policy.

Computers and anything else insured by the policy which has a microchip in it. Microchips include integrated circuits and microcontrollers. Computers include hardware, software, data, electronic data processing equipment and other computing and electronic equipment linked to a computer.

The **British Isles** and any country which is a member of the European Union.

The first part of any claim which you must pay.

Emergency repairs

Endorsement

Equipment

EU

Excess

٧	٧	o	r	d

Fees and other costs

Full rebuilding cost

Home

House

Household linen

Insurance period

# Meaning

Architects', surveyors' and legal fees, the cost of demolition, shoring up, propping up and taking away any damaged parts of the **buildings**, which **you** have to pay to repair or replace the **buildings**.

Fees and other costs does not include:

- those which you have to pay to make a claim; and
- those which you agree to pay without our permission.

The cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new. This includes **fees and other costs** and the cost of meeting Local Authority and other legal requirements.

Your house, its garages, greenhouses and outbuildings, as long as your family does not use any of them for trade or business, except clerical business work only.

Where **your family** lives at the address shown on **your schedule**.

Towels, bed and table linen.

Your policy runs for 12 months from the start date shown on your schedule. It also includes any further period which you pay for, and for which we accept your premium.

Word Meaning

Current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, traveller's cheques, postal and money orders, premium bonds, luncheon vouchers, phone cards, season travel tickets and gift tokens.

Money does not include the following:

• Money held for trade or business purposes;

• Promotional vouchers, Air Miles vouchers, store points, lottery tickets, scratchcards and raffle tickets.

Someone who lives in the **home** with the **owner's** permission or has legal control over the **home**.

Royal & Sun Alliance Insurance plc.

Someone who legally owns the home.

A person who **you** live with and have had a continuous relationship with.

Any bicycle which is not motorised and which **your family** owns or is legally responsible for.

Occupier

Money

Our, us, we

Owner

Partner

Pedal cycle

#### Word

Personal belongings

# Meaning

Personal items any of your family own or for which they are legally responsible.

Personal belongings does not include the following:

- motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them (other than entertainment equipment you can take with you when you leave your vehicle);
- animals:
- · securities:
- household goods and domestic equipment;
- property used for any trade or business purposes;
- china, glass and pottery;
- contact lenses:
- pedal cycles;
- money and credit cards;
- sports equipment;
- satellite-receiving equipment fixed to the outside of your home;
- any items for which special insurance cover has been arranged by any of your family.

Word	Meaning
Schedule	New policy, <b>endorsement</b> , renewal or review notice.
Securities	Any document or certificate which is proof of <b>money</b> owed to any of <b>your family</b> .
Sports equipment	Any items <b>you</b> use to take part in a sporting activity including specialised sports clothing.
Summary of limits	<b>Sports equipment</b> does not include the following:
	<ul> <li>Motorised vehicles, caravans, trailers, aircraft, hovercraft, jetskis or boats, or parts or accessories for any of them.</li> </ul>
	Pedal cycles.
	• Money and credit cards.
Unfurnished	A list of the limits which apply to the policy.
	When <b>your house</b> is not furnished with enough furniture for <b>your family</b> to live in it normally.
Unoccupied	When your home has not been lived in by your family or by anyone who has your permission, for more than 60 days in a row. Lived in means slept in frequently.
Valuables	Jewellery, watches, clocks, articles of precious metal, pictures and furs.
You, your	The person or people named as policyholder on <b>your schedule</b> .
Your family	You, your husband, wife, partner, children (including adopted and foster children), parents and relatives, who all normally live with you.

# LEGAL EXPENSES SECTION

# Glossary of legal terms

This part of the policy sets out the cover **we** provide for **legal expenses** protection for **your family**, if this section is shown on **your schedule**.

The following is a glossary of some legal terms we have used in this section.

Word	Meaning
Arbitration	A meeting held in private to settle a dispute about the policy. This is less formal than a <b>court</b> hearing.
Disbursements	Money that <b>your</b> solicitor has spent on <b>your</b> behalf in dealing with <b>your</b> case. These amounts are different from <b>your</b> solicitor's own fees and will be shown as a separate item on <b>your</b> solicitor's bill.
Expert witness	A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in <b>court</b> .

# Words with special meanings

Words with special meanings are printed in **bold** and will have the meanings shown for those words (as set out on pages 58 to 65). However the words that are set out below have meanings that only apply to this section of the policy.

Word	Meaning
Any one claim	All <b>legal proceedings</b> , including appeals, arising from or relating to the same original cause or event.
Court	A <b>court</b> or other appropriate authority.
Full enquiry	Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of <b>your</b> tax affairs in detail.
Goods	Items <b>you</b> own or for which <b>you</b> are legally responsible, except motorised vehicles or parts of them, land, buildings, or items used for business purposes.
Insurer	Royal & Sun Alliance Insurance plc
Legal expenses	Your representative's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs. This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.

Word	Meaning
Legal proceedings	Legal action in a civil <b>court</b> to protect <b>your</b> rights in a dispute.
Representative	The solicitor or other suitably-qualified person appointed to act for <b>you</b> .
Territorial limits	Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and Islands in the Mediterranean.
We, us, our	FirstAssist Insurance Services Limited, a third party provider approved by Royal & Sun Alliance Insurance plc., which handles claims on behalf of the <b>insurer</b> .
	FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey, SMI 4DU.
You, your	The person or people included within the meaning of <b>you</b> , <b>your</b> on page 65, and the members of <b>your family</b> as explained on page 65.

# Legal expenses policy

#### What is covered

We provide the following cover for legal expenses up to the sum insured shown on your schedule in total for any one claim. The cause of the action must happen within the territorial limits and during the insurance period. The legal proceedings must be taken or defended in the territorial limits. You must have told us about the claim within six months of the cause of action arising. We must have given our agreement to support your claim.

# A Personal injury

The cost of you taking legal proceedings against another person or organisation as a result of an event which causes your death, or bodily injury.

# What is not covered

Anything which is excluded on pages 75 to 76 of this section and the policy exclusions on pages 56 to 57.

Defending civil **legal proceedings** that are connected with:

- death, disease or illness of or bodily injury to anyone; or
- loss or destruction of, or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).

Any claim to do with a motor vehicle, its parts or accessories (except a claim against another person or organisation for **your** death or bodily injury which happened while **you** were a passenger in a motor vehicle).

Any claim where the amount in dispute is less than £250.

# B Consumer protection

- I The cost of your taking legal proceedings against another person or organisation as a result of:
  - a dispute over a contract for buying, selling or renting goods or services;
  - a person or organisation
     breaking the requirements of
     Part II, section 13 of the Data
     Protection Act 1998; and where
     breaking those requirements
     results in your losing money.
- 2 The cost of defending a legal action brought against you as a result of a dispute over a contract for buying, selling or renting goods or services.

#### What is not covered

Anything which is excluded on pages 75 to 76 of this policy.

Any dispute over a contract which arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after **you** took out the insurance.

Any matter connected with a money-making activity.

Anything to do with building, converting, extending, altering, renovating or demolishing your home. (This does not apply to common home-improvements such as installing double-glazing or replacing kitchens or bathrooms.)

Any dispute connected with letting, subletting, or allowing another person to live in **your home**.

Anything to do with a motor vehicle, its parts or accessories.

Any claim where the amount in dispute is less than £250.

Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

#### C Residential

- I The cost of **your** taking **legal proceedings** against another person or organisation as a result of:
  - a person or organisation interfering with your legal rights relating to your home, (you must be legally entitled to live in the home);
  - b a dispute over a contract in your name to buy or sell your home or former home or to rent your home as a tenant; or
  - c an event which causes loss of or damage to **your home**.
- 2 the cost of defending legal action brought against **you** as a result of:
  - a you allegedly interfering with another person's legal rights in connection with you owning or living in your home. You must be legally entitled to live in the home.
  - b a dispute over a contract in your name to buy or sell your home or former home or to rent your home as a tenant.

#### What is not covered

Anything which is excluded on pages 75 to 76 of this policy.

An event which happens less than 90 days after the insurance first started.

Any **legal proceedings** over loss or damage covered under a more specific insurance policy.

Anything to do with building, converting, extending, altering, renovating or demolishing **your home**.

(This does not apply to common home-improvements such as installing double-glazing, replacement kitchens or bathrooms).

Any dispute about letting, subletting or allowing another person to live in **your home**.

Legal proceedings between you and a government department or a local authority, unless you could lose money if your case is not successful. Any matter connected with a money-making activity.

Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.

# D Employment

- I The cost of you taking legal proceedings against your employer over your contract of employment. As soon as you knew of the dispute, you must have taken and followed legal advice from us.
- 2 the cost of defending legal action brought against you in the territorial limits as a result of a prosecution which results from your normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998, or any Acts which replace or change these.

# What is not covered

Anything which is excluded on pages 75 to 76 of this policy.

A dispute with **your** employer or legal action brought against **you** less than 90 days after the insurance first started.

Any matter connected with a moneymaking activity other than a dispute with your employer over your contract of employment.

Defending any motoring prosecutions.

Defending civil **legal proceedings** that are connected with **your** duties as a member of a profession or **your** duties as a director or officer of any company.

#### What is covered

#### F Tax

The cost of your representative acting for you in a full enquiry by the Inland Revenue into your income and records to decide how much tax you have to pay under the following sections of the Taxes Act 1988.

- I Section 19, Schedule E of the Taxes Act 1988 on:
  - · your wages or salary; and
  - your pension.
- 2 Section 18, Schedule D of the Taxes Act 1988 where it relates to income you have received on:
  - investments in the UK; and
  - investments overseas; in securities listed on a recognised national or international stock exchange. This cannot be your main source of income.

#### What is not covered

Anything which is excluded on pages 75 to 76 of this policy.

Any tax, interest or penalties **you** may have to pay to the Inland Revenue.

Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation. Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the legal deadline.

An enquiry by the Inland Revenue which is only concerned with one or more specific areas of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.

Any change in an Inland Revenue investigation or enquiry when it becomes clear that they suspect serious fraud.

Any income **you** have earned as a self-employed person.

#### What is covered

#### What is not covered

Any matter connected with a moneymaking activity (other than **your** contract of employment or a normal private investment) or personal liability including:

- your business, trade or profession;
- a personal venture for gain;
- a share in a partnership or a joint venture for gain;
- an investment which is not listed on a recognised national or international stock exchange; or
- a personal guarantee or pay.

Any money which the **insurer** has already paid if **you** later withdraw, without **our** agreement, from the defence of a **full enquiry** by the Inland Revenue.

Any money which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the Inland Revenue.

Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

## Legal expenses exclusions

These exclusions apply to all of the legal expenses section of this policy. **You** should also read the policy exclusions which are on pages 56 to 57 of **your** wording.

- I Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
- 2 Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
- 3 An event which **you** report to **us** more than six months after it happened.
- 4 **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.
- 5 **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
- 6 Any **legal expenses you** could claim under any other insurance.
- 7 Any **legal proceedings** over loss or damage covered under a specific insurance policy.
- 8 A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- 9 Defending civil **legal proceedings** that are connected with:
  - death, disease or illness of or bodily injury to anyone;
  - your duties as a member of a profession or your duties as a director or officer of any company;
  - the loss or destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage.)
- 10 Any **legal proceedings** between any members of **your family**. (This does not apply to accidents involving motor vehicles.)

- II Any **legal proceedings** between **you** and **your** husband, wife or **partner**, or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.
- 12 Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
- 13 Any dispute with **us** or the **insurer** that is not dealt with under the arbitration condition on page 77.
- 14 Any direct or indirect liability, loss or damage caused:
  - to **equipment** because it fails correctly to recognise the date change to year 2000 or any other date in a way that it does not work properly or at all; or
  - by computer viruses.
     This does not apply to legal expenses connected with claiming compensation following your death or bodily injury.

## Legal expenses conditions

Pages 54 to 55 set out the policy conditions that **you** will need to meet as **your** part of this contract. **You** must also keep to the conditions on this page and the following pages.

#### I Preventing legal proceedings

You must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible.

#### 2 Arbitration

If there is a dispute between **you** and **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the arbitration will pay all the costs of the arbitration. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover these costs.

You can still use the complaints procedure shown on the back page.

## Legal expenses section - Claims settlement conditions

These conditions apply when **you** make a **legal expenses** claim. **You** must keep to these conditions as **your** part of the **legal expenses** contract.

## I Telling us about the claim

If anything happens which might lead to a legal expenses claim, you must tell us as soon as possible by filling in a claim form. You must tell us fully and truthfully in writing all the details about your claim and give us all the information that we may need. Until you have told us about the claim and we have given our written agreement, the insurer will not be responsible for any legal expenses. The insurer will not cover legal expenses involved in your representatives handling the claim before the date when we gave our written agreement. You must have told us about the claim within six months of the cause of action arising.

## 2 Giving our agreement

We will agree if all of the following apply:

- We think you have a reasonable chance of winning your case and achieving a reasonable outcome.
- The **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**.
- The legal proceedings will be dealt with in a court within the territorial limits.
- You have kept to the terms and conditions of the policy and none of the exclusions listed on pages 75 to 76 apply.

In circumstances where **we** have chosen a **representative** to act on **your** behalf **we** will pay **legal 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 you have chosen your own representative any legal 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.

If, during the claim, **we** think that there is no longer a reasonable chance of **your** winning the case and achieving a reasonable outcome, **we** may not continue to support **your legal proceedings**. If **we** do not carry on with **your** claim, **we** will tell **you** why.

If you decide to commence or continue legal proceedings for which we have denied support under this Claims Settlement Condition and are successful, we will pay legal expenses as if we had given our consent in the first instance.

## 3 Choosing a representative

In the period before **Court** papers need to be issued (or have been received) **we** may take on and carry out in **your** name, any negotiations for **you**. **You** must agree to a settlement which is reasonable.

In respect of all claims covered by the policy, at the point where **Court** papers need to be issued (or have been received), or where there is a conflict of interest, **you** are free to choose a suitably qualified **representative**. This is subject to **our** agreement to the legal fees charged by **your representative**.

Where we agree to the appointment of a representative of your choice you must confirm that your representative will not charge more than a representative chosen or suggested by us. However, you can pay the difference between your chosen representative's fees and those of a representative chosen or suggested by us.

In selecting the **representative you** shall have a duty to minimise the cost of **legal proceedings**. If **your** 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 **your** choice of **representative** more than **we** would pay **our** own choice of **representative**. Any **representative** you choose is appointed to act for **you**.

If we and you cannot agree whether legal proceedings are necessary, you can take the matter to an independent arbitrator. This process is set out on page 77.

## 4 Rights and responsibilities

You must tell us if an offer is made to settle the dispute. You must not negotiate or agree to settle the dispute without getting our agreement beforehand. If you do not accept a reasonable offer to settle the dispute, we may not continue to support your claim.

You must send us all bills for the representative's legal expenses as soon as you receive them. You must confirm to us that any charges you have to pay for the representative handling this dispute are acceptable and that we may pay the bill for you.

You and your representative must take every step to recover legal expenses. You must pay any recovered legal expenses to your representative who must then refund any legal expenses which the insurer has paid or has been asked to pay.

If the insurer pays legal expenses up to the policy limit and you pay more legal expenses to end your case, the insurer and you will share any legal expenses that are recovered. The insurer and you will each receive the same percentage as originally paid.

5 Information your representative will need from you.

You must give your representative all the information and help he or she may need. This will include a truthful account of the facts of your case and any paperwork to do with your case. You owe the same obligations to us as to your representative.

6 What you and your representative must do for us

We must be able to contact your representative. You and your representative must co-operate and tell us about developments to do with your case. If we ask for this, we must be able to have access to your representative's files. This includes the truthful account of the facts of your case and any paperwork you have supplied to your representative.

If your representative wants to consult a barrister or expert witness, we will agree if we think it is reasonable. You must give us the name of the barrister or expert witness, and the reasons why you need one.

## 7 Appealing against a court's decision

If you want to appeal against a **court's** decision, you must give **us** your reasons for bringing the appeal. **We** will give you our agreement if all of the following apply.

- You must tell us that you want to appeal as soon as your right of appeal arises. This is because 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 on page 78.
- Your appeal meets the requirements of claims settlement condition 2 in the same way as your initial claim for legal expenses.

## 8 What action we may take

We may take over, in your name, all legal action in any of the following circumstances.

- If the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the small claims court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If you do not give proper instructions to your representative or barrister in time.
- If you cause a delay and your representative thinks it will harm your case.

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

If we ask, you must tell your representative to get the court to tax your legal expenses, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If you withdraw from defending a **full enquiry** by the Inland Revenue without **our** agreement, **we** will be entitled to recover from **you** any amounts the **insurer** paid during the defence.

Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 IXL. Authorised and regulated by the Financial Services Authority.

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# CHOICES EXTRA HELPLINES CARD



Policy Number	

#### Emergency assistance

0800 092 3131

#### Legal Helpline

01455 255121

Our helplines are open 24 hours a day, 365 days a year.

When calling the legal helpline please quote the following

reference number: 33896

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