

Henderson Home Insurance Plus

Policy Summary

in association with Royal Sun and Alliance plc



About this summary of cover

This summary provides key information only about insurers and the insurance cover available within Oim Home Insurance. This summary does not contain the full terms and conditions of the insurance which can be found in the policy booklet. The policy booklet is available on request, but if **you** are in any doubt as to the cover afforded **you** should consult **your** insurance **broker**. **WE** RESERVE THE RIGHT TO CHANGE OR LIMIT ANY COVER.

About the insurer

Oim Home Insurance is underwritten by Royal and Sun Alliance Insurance Plc who are authorised and regulated by the Financial Services Authority. The selling and administering of Oim Home Insurance will be undertaken by Henderson Insurance, who are authorised and regulated by the Financial Conduct Authority, as a principal member for the selling of general insurance. **You** can check this on the FSA website, www.fsa.gov.uk or by calling 0845 606 1234.

Duration of this insurance

The **period of insurance** will be for 12 months unless otherwise agreed by **us**. The **period of insurance** will be shown in the **schedule**.

How to cancel this insurance

- a) **You** have the right to cancel this insurance back to the date of inception without giving any reason, providing **your** instruction to cancel is submitted to **your broker** within 14 days of either:
 - · receiving the policy documentation, or
 - the start of this insurance

whichever is the latter.

In this event please return documents to **your broker**, and **we** will refund **your** premium in full. The refund is subject to no incidents having occurred which give rise to a claim.

- b) Once the 14 day cooling off period has expired, **you** may cancel this insurance at any time by contacting **your broker**. On policies where the annual premium has been paid in full (providing no incidents have occurred which give rise to a claim) a refund of premium will be calculated from receipt of this notice on a pro-rata basis less an administration charge of £25.
- c) We or our authorised agents may cancel this insurance by giving you 14 days' notice in writing, which we will send to the address shown in the schedule. A refund will be made for the unexpired period of insurance. This will not affect your right to make a claim for any event that happened before the cancellation date.

How to make a claim under this insurance

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

If **you** need to make a claim under the **buildings**, **contents** section of **your** policy, please contact us straight away by calling the claims helpline on 01403 321114.

When **you** call the claims helpline **we** will need some information from **you**:

- We will ask you for your policy reference number,
- We will take the details of the claim over the phone so that in the majority of cases there will be no need for you
 to complete a claim form.

Our service commitment to you

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should follow the steps below:

Step 1

For questions or concerns about **your** insurance, please contact **your broker**.

Please quote **your** policy number and/or claims reference number in all correspondence to enable **us** to deal with **your** queries as quickly as possible.

Step 2

If you are not satisfied and wish to make a complaint, then you may contact the insurer's complaints team at:

Customer Relations Team Royal and Sun Alliance P O Box 2075 Livingston EH54 0EP

Tel: 0800 107 6161 Fax: 01422 325 227

Email: crt.halifax@uk.rsagroup.com

Step 3

If **you** remain dissatisfied, **you** may refer the matter at any time to:

Financial Ombudsman Service (FOS) South Quay Plaza 183 Marsh Wall London E14 9SR

Tel: 0800 023 4567 (for landline users) 0300 123 9123 (for mobile users)

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

Web: www.financial-ombudsman.org.uk

Your right to take legal action against **us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service.

The law applicable to this insurance

Under the Laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the **United Kingdom** where the premises are located.

The cover available

Oim Home Insurance is a comprehensive household insurance. This insurance product offers customers the opportunity to purchase a **buildings**, **contents** or a **buildings** and **contents** policy that provides the level of cover **you** need at a competitive price.

Buildings are defined as the **home** and its decorations including:-

- Fixtures and fittings attached to the home,
- Greenhouses, tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,

Which you own or for which you are legally responsible within the premises named in the schedule.

Contents are defined as all household goods, clothing, personal property, **fine art and antiques**, **valuables**, **office equipment**, sports equipment & **outdoor items**, within the **home** or temporarily anywhere in the world, which are **your** property or which **you** are legally responsible for.

Contents include:

- Tenants fixtures and fittings,
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home,
- **Contents** that are within the premises shown in the **schedule** but not contained within the **home** or **outbuildings** at the time of loss or damage up to £5,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**),
- Contents in outbuildings up to £10,000, unless otherwise stated in the schedule,
- Deeds and registered bonds and other personal documents up to £5,000 in total,
- Valuables up to £5,000 in total or for any one item, pair or set unless a higher amount is shown in your schedule,
- Fine art and antiques up to £15,000 in any one period of insurance and £10,000 any one item unless a higher amount is shown in your schedule
- Domestic oil in fixed fuel oil tanks or metered water up to £2,500,
- Pedal cycles up to £1,000 per pedal cycle, unless otherwise stated in the schedule,
- Office equipment up to £10,000 in total,
- Money and credit cards up to £2,500 in total, unless otherwise stated in the schedule.
- Saddlery and tack away from the insured premises up to £2,500 any one claim.
- Watercraft including their furnishings, equipment and outboard motors up to £5,000 any one claim
- Wine up to £10,000 in any one period of insurance
- Gifts and presents up to £10,000 any one claim and £1,000 for any single item
- Stamp, coin and medal collections up to £2,500 unless a higher amount is shown in your schedule
- Household Contents kept elsewhere (other homes, work, caravans or beach huts) up to £5,000 subject to theft cover following forcible and violent entry only
- Marguees hired for 7 days or less up to a maximum £20,000
- Quad bikes, go karts and off road motorcycles up to £1,000 any one claim as long as not registered for road use and used **insured premises** only

Contents does not include:

- Motor vehicles (other than garden machinery, golf buggies or mobility scooters not registered for road use), caravans, aircraft, trains, watercraft (other than those defined in the policy), hovercraft, wet-bikes, trailers and parts or their accessories.
- Golf buggies while being driven or away from the insured premises
- Watercraft not kept securely in a locked building when not being used
- Items in transit unless they are packed suitably according to the nature of the items and transport
- Guns used in a wilful or malicious way regardless of intention to cause harm or not kept in a locked gun cabinet safely when not in use
- Any items in unattended vehicles unless hidden out of sight or stored in the vehicles locked glove compartment and violence and force has been used to gain entry
- Valuables in baggage unless such baggage is carried by hand by you and under your personal supervision
- Any living creature.
- Any part of the buildings.
- Any property held or used for business purposes other than as defined under **office equipment**.
- Any property insured under any other insurance.

Landlord's fixtures and fittings.

•

Please review **your** sums insured and cover periodically to ensure that it remains adequate and meets with **your** requirements.

Key benefits

Buildings and contents are covered for loss or damage caused by:

- Fire, smoke, lightning, explosion or earthquake
- Aircraft and other flying devices or items dropped from them
- Storm, flood or weight of snow
- Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes
- Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation
- Theft or attempted theft
- Collision or impact by any vehicle or animal
- · Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts
- Subsidence, or heave of the site upon which the buildings stand or landslip
- Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts
- Falling trees, branches, telegraph poles or lamp-posts
- Extended accidental damage as standard to both buildings and contents

Section one - Buildings cover also includes

- The cost of **accidental damage** to fixed glass and double glazing (including the cost of repairing frames), solar panels, **sanitary ware** and ceramic hobs all forming part of the **buildings**
- The cost of **accidental damage** to domestic oil pipes, underground water supply pipes, underground sewers, drains and septic tanks, underground gas pipes and underground cables serving the **home** and which **you** are legally responsible for
- Loss of rent due to you and temporary accommodation costs unlimited for a period of not more than 12 months
- Architect's and surveyor's, consulting engineers' and legal fees, the cost of removing debris and making safe the building at costs **you** have to pay in order to comply with any Government or local authority requirements
- Anyone buying the home will have the benefit of buildings cover until the sale is completed or the
 insurance ends, whichever is sooner, excluding any loss or damage if the buildings are insured under
 another insurance
- We will pay for damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home
- We will pay for the cost of finding the source of an escape of water from any fixed water tanks, apparatus or pipes following loss of damage to the **buildings** up to £10,000 any one event
- We will pay for loss or damage to the garden caused by fire, lightning, collision, impact, theft or attempted theft, vandalism or malicious acts up to £5,000 any one claim and £1,000 for any one replacement tree or shrub
- Your legal liability under the Defective Premises Act 1972 up to £2,000,000 for any one accident or series of accidents arising out of any one event

Section 2 - Contents cover also includes

- The cost of replacing spoiled food in **your** domestic refrigerator or freezer
- Accidental damage to television sets (including digital and satellite receivers), audio, video, games, consoles, DVD players/recorders, radios, home computers and associated equipment, receiving aerials, dishes and closed circuit television cameras, situated within the home
- Rent you have to pay and temporary accommodation costs unlimited for a period of not more than 24 months
- Cover for **household contents** in storage up to 20% of the contents sum insured with any one item up to £1,000
 - Loss or damage to items belonging to **your** visitors or **domestic employees** up to £1,000 any one item, pair or set and £5,000 per person any one claim against **loss** or **damage** while at the **home** excluding any loss or damage to **money**, **credit cards** and **valuables** belonging to visitors or **domestic employees** or to **contents** which are covered by any other insurance or **contents** belonging to a paying guest or lodger
- Fatal injury caused by outward and visible violence by burglars or by fire up to a maximum of £10,000 for

each insured person

- Replacement of locks following theft or loss of keys unlimited subject to our agreement of costs
- The cost of accidental damage to mirrors, glass or ceramic tops to furniture and fixed glass in furniture
- Gifts purchased by you but not yet given to third parties kept in the home are covered for loss or damage occurring no more than 45 days before or after wedding, birthday, anniversary or religious festival up to £1,000 any one item and £10,000 any one claim
- Contents belonging to a member of your family who is away at university / college during the term time but who usually resides at the **home** up to £2,500 in total, £1,000 per single article and excluding theft unless following forced and violent entry
- The cost of replacing electronic information **you** have brought and stored on **your** home entertainment equipment that is irretrievably lost or damaged up to £1,000 in any one claim
- We will pay for damage to the contents caused by forced access to deal with medical emergency or to prevent damage to the home
- Theft of loss of **money** up to £2,500 any one event
- Loss resulting from unauthorised use following theft of your credit cards, up to £5,000 any one event

Section 3 - Employees Liability for Domestic staff

• Your legal liability for accidents in the home to domestic employees up to £5,000,000 for any one accident or series of accidents arising out of any one incident

Section 4 – Liability to Others

- Your legal liability as owner up to £5,000,000 for any one accident or series of accidents arising out of one
 event
- Your legal liability as occupier up to £5,000,000 for any one accident or series of accidents arising out of
 one event
- Your legal liability for unrecovered court awards up to £250,000 for any one claim or series of claims during the **period of insurance**

Section 5 - Valuables

- Valuables Up to £5,000 any one item (including articles forming a pair or set) unless stated otherwise in the schedule or the specification(s) attached to the schedule
- Up to £2,500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant

Section 6 – Family Legal Protection

- Legal costs incurred in: pursuing and defending your rights in respect of employment disputes, contract disputes
- Pursuing claims for death or injury or your legal rights following damage to your home and possessions
- Defending your rights following an investigation by HM Revenue and Customs or prosecution for using or driving a motor vehicle.
- Legal costs covered up to £50,000

Section 7 – Home Emergency Solutions

- Contractors call out and other charges for emergency assistance following the failure of plumbing or drainage systems, electricity supply, cooking system, locks on external doors or due to lost keys or vermin damage
- Emergency costs covered up to £500

Significant exclusions or limitations

Exclusions that apply to the whole of this insurance:-

1) Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b. Any legal liability of whatsoever nature,

Directly or indirectly caused by or contributed to by or arising from:

 lonising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2) War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority

3) Existing and Deliberate Damage

We will not pay for loss or damage:

- Occurring outside of the period of insurance;
- Caused deliberately by you or any person lawfully in the home.

4) Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or,
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at
 a specific moment of time during the **period of insurance** at the **home**, and
- Reported to us not later than 30 days from the end of the period of insurance,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5) Contract (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

6) Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

Directly or indirectly caused by or contributed to by or arising from:

- Computer viruses, erasure or corruption of electronic data,
- The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7) Terrorism

We will not pay for 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 along 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.

8) Confiscation

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by

customs or other officials or authorities.

9) Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10) Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11) Wear and Tear

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12) Government Financial Sanctions

We will not provide any cover for be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written noticed at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13) Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14) Rot

We will not pay for any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

Policy excess

The standard policy **excess** is £100. For claims resulting from Escape of Water the **excess** is £250. For claims resulting from **subsidence**, **landslip** and **heave** the **excess** is £1,000. Any specific excesses that may be applied will be advised to **you**.

Your Duties

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell **your broker** within 14 days of **you** becoming aware of any changes to the information **you** provided when applying for this insurance. Please contact **your broker** if **you** require a copy of **your** application form / Statement of Facts or **your schedule**.

You must also tell **your broker** within 14 days of **you** becoming aware:

- of any intended alterations, extension or renovation to the **buildings**. **You** do not need to tell **us** about internal alterations to the **buildings**,
- of any change of people insured, or to be insured,
- of any change that may result an amendment to the amounts insured or the limits that are shown in your schedule.
- of any change to the use of the **home**. For example if the **buildings** are to be lent, let or sub-let, or used for business purposes (other than occasional clerical work),
- of any change to the occupancy of the **buildings**. For example, if the **buildings** are to stop being **your** permanent residence or are to be **unoccupied** for any continuous period exceeding 30 days, or
- that any member of your household or any person to be insured by this policy is charged with, or convicted

of a criminal offence (other than motoring offences).

If you are in any doubt, please contact your broker.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by you is not complete and accurate, we may:-

- cancel your policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

How we settle your claim

Buildings – **We** will pay the full cost to repair or replace the loss or damage providing the **buildings** have been maintained in a good state of repair and the sum insured is adequate to cover the full cost of rebuilding the **home**.

Contents – Providing the sum insured is adequate, **we** will pay either the full cost to repair or, in the event of total loss or destruction of any article, **we** will pay the cost of replacing the article as new. This basis of settlement does not apply to clothes or pedal cycles where **we** will take off an amount for wear and tear.

Your total peace of mind

Insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this contract.

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about the Scheme is available from:

Financial Services Compensation Scheme 10th Floor, Beaufort House 15 St Botolph Street London EC3A 7QU

Tel: 0800 678 110 or 0207 741 4100

Web: www.fscs.org.uk