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Your Regal
Home Insurance
Policy Wording



Regal

For people with more to protect

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Important telephone numbers

Home Insurance claim notification line

In the event of a claim please telephone us, **we** will tell **you** the process to follow. Please read the conditions and process before ringing the claim notification line.

Please telephone the number shown on your policy schedule

Home Emergency claim notification line

This is an optional cover, please check **your policy** schedule to confirm it is included and please read the Home Emergency section of **your policy** before **you** telephone. This starts on page 54.

Please telephone 01603 779293

Garden cover claim notification line

This is an optional cover, please check **your policy** schedule to confirm it is included and please read the Garden cover section of **your policy** before **you** telephone. This starts on page 53.

Please telephone 0870 010 1094

Home Insurance legal helpline

This facility is included in **your policy**, if Legal Expenses cover is included.

Please telephone 01603 420033

Family Plus Legal Expenses claim notification line

This is an optional cover, please check **your policy** schedule to confirm it is included and please read the **Family Plus Legal Expenses** section of **your policy** before **you** telephone. This starts on page 48.

Please telephone 01603 779285

Key Cover claim notification line

This is an optional cover, please check **your policy** schedule to confirm it is included and please read the Key Cover booklet which has details of **your policy** before **you** telephone.

Please telephone 0800 519 1211

Utility Safeguard claim notification line

This is an optional cover, please check **your policy** schedule to confirm it is included and please read the Utility Safeguard section of **your policy** before **you** telephone. This starts on page 59.

Please telephone 01603 779288

In order to maintain a quality service, telephone calls may be monitored or recorded.

Welcome to Regal Insurance

Thank you for choosing Regal Insurance for your home cover

This **policy** booklet explains **your** new home insurance in detail – **you** should keep it in a safe place as **you** may need to refer to it if **you** need to make a claim. **Your policy** number and the claims telephone numbers can be found on **your policy** schedule. Regal Insurance is a trading name of Castle Cover Limited who are an appointed representative of RIAS plc who are authorised and regulated by the Financial Services Authority. Their

Financial Services Authority register number is 312468. If **you** want to check this **you** can telephone the Financial Services Authority on 0845 606 1234. Or visit their website which is www.fsa.gov.uk/register. The information **you** have supplied forms part of the contract of insurance with **us**. **Your policy** is evidence of that contract. **You** should read it carefully and keep it in a safe place.

Your policy wording

In return for having accepted **your** premium **we** will in the event of injury, loss or damage, happening within the **period of insurance**, provide insurance as described in the following pages and referred to in **your** schedule. If, after reading these documents, **you** have any questions please contact Regal Insurance.

Important

This **policy** is a legal contract between **you** and **us**. This **policy** must be read in conjunction with **your** schedule to ensure that it meets with **your** requirements.

The law applicable to this policy

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.

What is covered

Your policy is designed to help **you** understand the extent of cover provided. Under '**what is covered**' in each section there is detailed information on the insurance provided. Each section also has a '**what is not covered**', which draws **your** attention to what is not included in the scope of **your policy**. **You** should read both sections to understand the cover provided.

What is not covered

These sections draw **your** attention to what is not

included in the scope of **your policy**.

Data Protection Notice

Please read this notice carefully as it contains important information about **our** use of **your** personal information.

In this notice, **we** and **us** and **our** means Castle Cover Limited. **Your** personal information means any information **we** hold about **you** and any information **you** give **us** about anyone else. If **you** do give **us** anyone else's personal information, **you** should show this notice to them, as it will also apply to them. **You** must ensure that all personal information **you** provide is accurate and complete.

Sensitive information

Some of the personal information that **we** ask **you** to provide is known as sensitive personal data. This will include information relating to health, race, religion and any criminal convictions. **We** need to use sensitive personal data to manage **your policy** and to provide the services described in your **policy** documents (such as dealing with claims).

How we use your personal information

We are part of the Ageas group of companies. **We** may share **your** personal information with other companies in the Ageas group for any of the purposes set out in this notice. If **you** would like information on the companies in the Ageas group, please write to the Data Protection Officer at the address set out below.

We will share **your** personal information with **your** insurer. **We** and **your** insurer will use **your** personal information to manage **your** insurance **policy**, including handling underwriting and claims and issuing renewal documents and providing renewal information to **you**.

We and **your** insurer may have to share **your** personal information with other insurers, regulatory authorities, business partners or agents providing services on **our** or **your** insurer's behalf.

We and **your** insurer will share **your** personal information with others:

Your policy wording (continued)

- if **we** or **your** insurer need to do this to manage **your policy** including settling claims;
- for underwriting purposes;
- to prevent or detect crime (see below);
- if required or permitted to do this by law (for example, if a legitimate request from the police or another authority is received); and/or
- if **you** have given **your** permission.

If **we** change the way that **we** use **your** personal information, **we** will write to **you** to let **you** know. If **you** do not agree to that change in use, **you** must let **us** know as soon as possible.

Preventing and detecting crime

We and **your** insurer may use **your** personal information to prevent crime. In order to prevent crime **we** and **your** insurer may:

- check **your** personal information against **our** own and **your** insurer's databases;
- share it with fraud prevention agencies;
- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register. **We** and **your** insurer may pass information relating to **your** insurance **policy** and any incident (such as an accident, theft or loss) to the operators of these registers.

Dealing with others on your behalf

To help you manage your insurance policy, subject to answering security questions, we will deal with you or your husband, wife or partner or any other person whom we reasonably believe to be acting for you if they call us on your behalf in connection with your policy or a claim relating to your policy.

Definitions

This part of the **policy** sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in **bold** type whenever it appears in the **policy**. There are further definitions for the Legal Expenses, Home Emergency, Utility Safeguard and Garden Cover products.

We list the definitions alphabetically.

Building(s)

The structure of the **home** including landlord's fixtures and fittings and the following if they form part of the property:

Marketing

We may use **your** personal information and information about **your** use of **our** products and services for marketing and to carry out research and analysis to help **us** meet **your** needs.

We may use, analyse, assess or carry out research using **your** personal information.

We may give **you** information about other products and services offered by **us** and selected third parties, which **we** think may interest **you**.

We may contact **you** if **you** abandon or fail to complete a quotation to see if **we** can offer **you** any assistance with this.

As part of our service to **you**, **we** will ring **you** about any quotation **you** receive from **us**.

We may also send **you** information via post, email, telephone and/or text message in accordance with **your** preferences.

If **you** do not want **us** to use **your** personal information for marketing or research and analysis, please email us on dpo@castlecover.co.uk or write to the Data Protection Officer at Castle Cover Ltd, Merck House, Seldown Lane, Poole, Dorset BH15 1TW.

Monitoring and recording

We may record or monitor calls for training purposes, to improve the quality of our service and to prevent and detect fraud. **We** may also use CCTV recording equipment in and around **our** premises.

Further information

You are entitled to receive a copy of any personal information **we** hold about **you**. To receive a copy, please contact **our** Data Protection Officer, giving **your** name, address and insurance **policy** number. We may charge you a small fee for this.

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to the Data Protection Officer at Compliance Department, Castle Cover Limited, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW.

- Oil and gas tanks
- Septic tanks, underground service pipes and cables, sewers and drains
- Permanent swimming pools and hot tubs
- Hard tennis courts, terraces, patios, drives and paths
- Car ports, garages and outbuildings
- Walls, gates, fences and hedges
- Radio and TV aerials, satellite dishes their fittings and masts

Definitions (continued)

Content(s)

You can find the full definition of **contents** in the **contents** - Platinum and Gold section in this **policy** booklet.

Bedroom

A bedroom means a room used as or originally built to be a bedroom even if now used for other purposes.

Domestic staff

A person permanently residing with **you** employed to carry out domestic duties associated with the **home** who **you** do not employ in any capacity connected with any business trade or profession.

For the purpose of **Contents Platinum** - cover 17 Liability to **domestic staff** any reference to **domestic staff** includes **domestic staff** not residing with **you**.

Endorsement(s)

A change to the terms of the **policy** as shown under **endorsements** in **your policy** schedule.

Excess

The amount **you** must pay as the first part of each and every claim made. As shown in **your policy** schedule.

Family(s)/they

Your domestic partner, children, **domestic staff** and any other person all permanently residing with **you** and not paying a commercial rent.

Home

The private residence shown in **your policy** schedule including its garages and **outbuildings** if they form part of the property.

Maximum claims limit

The most **we** will pay for any one claim. **Your** limit is shown in **your policy** schedule. Other limits may apply and are detailed in **your policy** wording and **policy** schedule.

Pedal cycles

Any pedal cycle and its accessories owned by **your family** or **your family's** responsibility under contract. Pedal cycles does not include any motorised pedal cycle.

Personal possession(s)

The definition of personal possessions can be found within the Contents Gold section of this **policy** called personal possessions.

Outbuilding(s)

- sheds
- greenhouses
- summer houses
- other buildings but not including caravans mobile homes or motor homes which do not form part of the structure of the main **building** of the **home** and are used or occupied for domestic purposes or clerical business use.

Period of insurance

The dates shown in **your policy** schedule.

Policy

Your policy booklet and most recent **policy** schedule which includes any **endorsement(s)**.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you** or **your family** for more than 60 consecutive days or occupied by squatters.

We/us/our

The authorised insurer shown on the **policy** schedule.

You/your

The person or people named in **your policy** schedule as the policyholder(s).

General conditions

These are the conditions of the insurance **you** and **your family** will need to meet 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. There are other conditions of insurance applicable to the Legal Expenses, Home Emergency, Utility Safeguard and Garden Cover products.

1a. Sums insured

(applicable to Platinum Policies)

The amount **you** have chosen for the sums insured in each section must at all times represent the full replacement cost of the relevant property covered. If this changes **you** must tell **us** immediately.

Full replacement cost means the following:

buildings:

- the cost of rebuilding all the property covered by this **policy** in the same form, size, style and condition as new.

General conditions (continued)

This is not necessarily the same as the market value.

contents other than **fine art, antiques and collectables**:

- the current cost as new

fine art, antiques and collectables:

- the cost **you** paid or current market value whichever is the greater

*The definition of **fine art, antiques and collectables** can be found in the Contents*

Platinum section in this policy booklet.

1b. The value of your Contents

(applicable to Gold Policies)

You must notify **us** immediately when the full value of **your contents** exceeds the limit shown in **your policy** schedule. If the full value of **your contents** exceeds this sum the cover under the **policy** may not apply. Once **you** have notified **us** that the full value of **your contents** exceeds this sum, the **policy** may no longer be suitable for **your** needs and **we** reserve the right to cancel the **policy**.

The full value of **your contents** means the current cost as new except for clothes, furs and household linen where an appropriate allowance for wear and tear should be made.

1c. The value of your Buildings

(applicable to Gold Policies)

You must notify **us** immediately if the full value of the **buildings** exceeds £500,000. If the full value of the **buildings** exceeds this sum the cover under the **policy** may not apply. Once **you** have notified **us** that the full value of **your buildings** exceeds this sum, the **policy** may no longer be suitable for **your** needs and **we** reserve the right to cancel the **policy**.

The full value of the **buildings** means the cost of rebuilding if the **buildings** were completely destroyed.

This is not necessarily the market value.

2. Under insurance

If **you** claim and the sum insured shown in the **policy** schedule does not represent the full replacement cost **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim **we** pay.

3. 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:

- change of address
- change in occupation
- structural alteration to **your home**
- if **you** or **your family** intend to let or sub-let **your home**

- if **you** or **your family** intend to use **your home** for any reason other than primarily private residential purposes
- if **your home** will be **unoccupied**
- if **you** or any member of **your family** have been declared bankrupt or received a conviction for any offence except for driving
- if **your** property is no longer occupied solely by **you** or members of **your family**
- if the sum of:
 - the full replacement cost as new of **your contents** other than **fine arts, antiques and collectables**; and
 - the greater of
 - i) the cost **you** paid for; or
 - ii) the current market value of **your fine arts, antiques and collectables** is more than the **contents** sum insured. Please read **your** schedule to check **your** current **contents** sum insured
- if the cost of rebuilding all the property covered by this **policy** in the same form, size, style and condition as new is more than the **building** sum insured. Please read **your** schedule to check **your** current **building** sum insured

If **you** make any changes to **your policy**, or cancel it during the period of cover, **you** will incur an administration fee of £25.

We may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** will be entitled to reject payment of a claim or a payment could be reduced.

4. Taking care of your property

You and **your family** must take and cause to be taken all reasonable precautions to avoid injury loss or damage and take all practicable steps to safeguard all the property insured from loss or damage.

You must maintain the property insured in good repair.

5. Precious stones

The settings of the stones in any item of jewellery over £5,000 in value (unless otherwise stated in **your policy** schedule) must be examined by a competent jeweller once every three years and any defect remedied immediately.

6. Dual insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same injury loss damage expense or liability **we** will not pay more than **our** proportional share.

General conditions (continued)

7. Cancelling your cover

14 Day Cancellation Period

You may cancel this **policy** within 14 days of either the receipt of **your policy** documents or the inception / renewal date of **your policy** (whichever is later). **You** can do this by telephoning **our** customer services department on 0800 183 35 20 or by writing to us at the following address; Castle Cover, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW.

If the cover has not yet commenced **you** will be entitled to a full refund of any premiums paid and will not be charged an administration fee.

If the cover has already commenced **you** will be charged for the time **you** have been insured.

If **you** have paid **your** premium in full, **we** will refund the unused portion of **your** premium minus an administration fee of £25.

If **you** are paying by instalments **your** payments will cease. If the amount **you** have paid under **your** instalment plan does not represent the amount **you** should have paid, including **our** administration fee, **you** will be liable for the remainder of the premium for the period for which **you** have been covered. If **you** are owed a refund then this will be returned to **you**.

Cancellation after 14 days

You may cancel this **policy** at any time either by telephoning our customer services department on 0800 183 35 20 or writing to us at the above address.

If **you** have paid your premium in full, **we** will refund the unused portion of **your** premium minus an administration fee of £35.

If **you** are paying by instalments **your** payments will cease. If the amount **you** have paid under **your** instalment plan does not represent the amount **you** should have paid, including **our** administration fee, **you** will be liable for the remainder of the premium for the period for which **you** have been covered. If **you** are owed a refund then this will be returned to **you**.

Please Note

If **you** have made a claim against **your policy** **you** will remain liable for the total premium. If **you** have paid **your** premium in full there will be no refund made. If **you** are paying by instalments, **you** will either have to continue with the instalments until the **policy** renewal date, arrange for a one off payment to be made or **we** may, at **our** discretion, deduct the outstanding instalments due from any claim made.

Cancelling **your** Direct Debit at the bank does not suffice as cancelling **your policy** and **you** will remain liable for any arrears accrued and charges incurred relating to time on cover up until the point that **we** identify that **you** have defaulted on a payment and automatically cancel **your policy**.

Please note that if **you** amend or cancel **your policy** during the period of insurance, **we** may not refund any

amount less than £5. Similarly, **we** may only request payments from **you** of amounts over £5.

Our right to cancel your policy

We reserve the right to cancel the **policy**, for any reason other than defaulted payments, by providing 7 days prior written notice to **your** last known address.

If **we** cancel the **policy** **we** will retain an amount of premium in proportion to the time **you** have been on cover and refund the balance to **you**, except where a claim has been made during the current **period of insurance**, when **you** remain liable for the total premium of the **policy** and no refund will be paid.

Non payment of premiums

If **you** pay by instalments and **you** fail to make a payment **we** will assume that **you** no longer require cover and will cancel **your policy** from the date **your** payment was due.

If **Regal** cancel **your policy** due to non-payment of **your** premium, **you** will remain liable for the difference between the premium **you** owe, in accordance with the above table, and the amount **you** have actually paid. If **you** have made a claim against **your policy** **you** will be liable for the full premium.

If **you** do not pay the balance within 7 days of the cancellation, **Regal** will instruct a debt recovery agent to recover any outstanding premium **you** owe. In the event that a debt recovery agent is instructed an additional fee of up to £40 will be added to any outstanding amount being requested.

8. Transferring your interest in the policy

You cannot transfer **your** interest in this **policy** to anyone else without **our** written permission.

9. Fraud

You and **your family** must not act in a fraudulent way. If **you** or anyone acting for **you** uses dishonesty or exaggeration to obtain cover for which **you** do not qualify or cover at a reduced premium, all benefits under this **policy** will be lost, the **policy** may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

10. Survey

In certain circumstances **we** may require and will arrange to undertake a survey of the Insured property. Any risk improvements that **we** deem necessary as a result of the survey will be communicated to **you** and are to be complied with, within an agreed timescale.

How to complain

If **you** have cause for complaint, it is important **you** know that Regal Insurance and **your** insurer are committed to providing **you** with an exceptional level of service and customer care.

Things can go wrong and there may be occasions when **you** feel that **you** have not been provided with the service **you** expected. Should this happen, a process exists to review such matters and, where appropriate, to put things right.

Who to contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **you** are talking to the right person.
- That **you** are giving them the right information.

Step one – Initiating your complaint

If **you** have a query or complaint about Regal, **your** insurance or a claim made against **your policy you** should in the first instance call the Regal Customer Services Team. The telephone number can be found on **your policy** documentation.

Alternatively you can write to:

Customer Care Manager, Regal Insurance Ltd, Merck House, Seldown Lane, Poole, Dorset, BH15 1TW

When you contact Regal Insurance

- Please provide **your** name and contact details.
- Please quote **your policy** and/or claim number, and the type of **policy you** hold.
- Please explain clearly and concisely the reason for **your** complaint.

Step two – Progressing your complaint

Regal Insurance will:

- Acknowledge complaints in writing within 5 working days.
- Investigate quickly and thoroughly.
- Keep **you** informed of progress.
- Do everything possible to issue a final response to **your** complaint within 8 weeks of receipt - as per Financial Services Authority (FSA) guidelines.
- Learn from mistakes made.
- Use the information from complaints to continuously improve the service provided.

If **your** complaint relates to a claim or to any aspect of the service provided by **your** insurer, Regal Insurance will pass **your** complaint directly to **your** insurer and ask that they investigate the matter and respond to **you**. All of the insurers Regal Insurance work with are authorised and regulated by the Financial Services Authority or the Financial Services Commission in Gibraltar.

If **you** are not satisfied with the response **you** receive and **your** insurer is a Lloyd's syndicate **you** may refer **your**

case to Policyholder and Market Assistance at Lloyd's. They can be contacted at:

Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA.

Tel: 020 7327 5693

Fax: 020 7327 5225

E-mail: complaints@lloyds.com

If Regal Insurance or **your** insurer have given **you** a final response and **you** are still dissatisfied **you** may refer **your** case to the FOS.

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after **you** have been provided with a final response, or after the complaint has been ongoing for 8 weeks without resolution. The Ombudsman can be contacted at:

Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR.

Tel: 0845 080 1800 or 0300 123 9 123.

Fax: 020 7964 1001.

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

Website: www.financial-ombudsman.org.uk

Referral to the FOS will not affect **your** right to take legal action against Regal Insurance or **your** insurer.

Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from:

Financial Services Compensation Scheme. 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN.

Telephone 020 7892 7300 or e-mail, enquiries@fscs.org.uk

Making a claim

When **you** need to make a claim or think **you** do please call the claims number shown on **your** schedule. The claims team will immediately take action to help **you**. To make the claims process quicker please have **your policy** number to hand and a full description of the incident.

Please select the most appropriate phone number shown on important telephone numbers page. This will ensure that **we** can help **you** quickly and efficiently.

When **you** phone **us we** will:

- take details of the loss or damage caused
- instruct an approved supplier to contact **you** if appropriate
- where necessary arrange for someone to call or contact **you** by phone as soon as possible to discuss **your** claim

How we settle claims

We may at **our** option repair reinstate or replace the lost or damaged property. If **we** cannot replace or repair the property **we** may at **our** option pay the amount of the loss or damage in cash. If **we** do pay cash the amount **we** will pay will reflect any discounts **we** may have received had **we** replaced the property. The sums insured /total limit will not be reduced by any claim.

We may appoint an approved supplier to act on **our** behalf to validate **your** claim. They are authorised to arrange a quotation a repair or a replacement where appropriate.

In the event of the total limit being insufficient to cover the full value of the property **we** reserve the right to not pay the claim, cancel the **policy** or reduce the amount of any claim payment.

Contents Platinum

Contents (excluding fine art, antiques and collectables)

We will settle claims for loss or damage to items which are not capable of economic repair on the basis of cost as new at the time of the loss or damage.

Fine art, antiques and collectables

If **we** repair a damaged item of **fine art, antiques or collectables**, **we** will pay for the cost of repair and also pay for any loss of market value. The most **we** will pay for the repair and the loss in market value is the specified value. If the item is not specified **we** will pay for the repair and the loss in market value up to the single article limit. It is **your** responsibility to prove the loss of market value.

Contents Gold

This is new for old cover, which means there will be no deduction for all other **contents** provided they have been maintained in good repair and the total limit is sufficient to cover the full value of the property (with the exception of clothing and household linen, where a deduction will be made).

Buildings Platinum and Gold

We will settle claims for loss or damage to the **buildings** without taking an amount off for wear and tear as long as:

- the **buildings** are maintained in good repair
- the repair or reinstatement is carried out
- the sum insured at the time of the loss or damage represents at least the cost of rebuilding all the property covered by this **policy** in the same form, size, style and condition as new.

Other insurance policies

If any injury, loss or damage is covered by any other insurance **we** will not pay more than our proportion.

Regal Match Cover

(applicable to Regal Platinum Policies when included)

We treat an individual item of a matching set of items or suite of furniture or sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces.

If a carpet is damaged beyond repair **we** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.

If **your valuables** are lost or damaged, and the lost or damaged item is part of a pair or set and **we** cannot repair or replace the damaged item, **we** will replace the pair or set as new and retain the undamaged/remaining item(s).

Enhanced Match Cover for Regal Platinum policies may be available at an extra charge and if already covered will be shown in **your policy** schedule. Please see page 47 for details of cover.

Regal Cover - Matching Items

(applicable to Regal Gold and Platinum Policies when Regal Match is not included)

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces.

Where carpeting is damaged beyond repair only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

Claims 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. Alternative claims conditions are applicable for the Legal Expenses, Home Emergency, Utility Safeguard and Garden Cover Products.

The first thing you must do

We recommend that **you** check **your** cover. This **policy** booklet contains details of what is covered and how **we** settle claims. **Your policy** schedule will show which sections are in force.

You should immediately upon discovery:

- inform the police and obtain a crime or lost property reference number if property is lost or stolen or theft or malicious damage is suspected.
- contact **us** by phone on the appropriate telephone number. The numbers are shown in **your policy** schedule and the important telephone numbers page of **your policy** booklet.
- take all reasonable steps to recover missing property.
- take all reasonable steps to prevent further damage.

What you must do after making your claim

- Tell **us** and provide full details in writing immediately if someone is holding **you** or **your family** responsible for damage to their property or bodily injury to them. **You** must also immediately send **us**

any writ summons, letter of claim or other document.

- If **we** ask **you** must send **us** written details of **your** claim within 30 days.
- **You** must provide **us**, at **your** own expense, with any information and assistance **we** may reasonably require.

What you must not do

- Admit or deny any claim made by a third party against **you** or **your family** or make any agreement with them.
- Abandon any property for **us** to deal with.
- Dispose of damaged items as **we** may need to see them.

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party. **We** are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.

Inflation protection (not applicable to Buildings Gold and Contents Gold)

To help protect **you** against the effect of inflation **we** will review and amend where necessary every sum insured under **contents platinum** and **buildings platinum** at the end of each month by the percentage change in the following indices:

Contents

The Consumer Durables section of the Retail Price Index or an alternative index issued by the Office for National Statistics.

If **we** repair a damaged item of **fine art, antiques** or **collectables**, **we** will pay for the cost of repair and also pay for any loss of market value. The most **we** will pay for the repair and the loss in market value is the specified value. If the item is not specified **we** will pay for the repair and the loss in market value up to the single article limit. It is **your** responsibility to prove the loss of market value.

Buildings

The House Rebuilding Cost Index compiled by the Building Cost Information Service or an alternative index of the Royal Institution of Chartered Surveyors.

We will not reduce the sums insured or monetary limits if an index falls.

No extra charge will be made for any increase until the renewal of **your policy**. The renewal premium will be based on the revised sum insured.

Although **you** have the benefit of inflation protection **you** should not rely on this alone to ensure the **buildings** and **contents** sums insured are adequate.

The rebuilding cost of **your buildings** or value of **contents** may be growing faster than inflation - perhaps because of a new extension or items **you** have bought or been given.

General exclusions

These exclusions apply throughout **your policy**.

We will not pay for:

1. Riot/civil commotion

Any loss damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom the Isle of Man or the Channel Islands.

2. Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

3. Reduction in market value

Any reduction in market value of any property (except **fine arts antiques and collectables**) following its repair or reinstatement.

4. Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Exclusions 1-4 do not apply to the following covers:

- Personal liability
- Liability to the public
- Property owner's liability
- Liability to **domestic staff**
- Tenant's liability

5. Radioactive contamination

- a) Loss or damage to any property or any loss or expense resulting or arising therefrom or any losses that are not directly associated with the incident that caused **you** to claim and
- b) Any legal liability directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component

6. War risks

Any loss damage or liability occasioned by or happening through war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution insurrection or military or usurped power.

7. Terrorism

Any loss or damage or cost or expenses of whatsoever nature directly or indirectly caused or occasioned by or happening through or in consequence of terrorism or any action taken in controlling preventing or suppressing any

acts of terrorism or in any way relating thereto.

For the purpose of this exclusion 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government and/or to put the public in fear. However losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

8. Pollution/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.

9. Date change

- a) Loss or damage to any computer or other equipment, data processing service, product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process, or any other electrical or electronic system directly or indirectly caused by:
 - i) failure to correctly recognise data representing any date in such a way that it does not work properly or at all
 - ii) computer viruses
- b) legal liability directly or indirectly arising from:
 - i) any computer or other equipment, data processing service, product, microchip, microprocessor, integrated circuit, embedded chip or similar device, computer software program or process, or any other electrical system failing to correctly recognise data representing any date in such a way that it does not work properly or at all
 - ii) computer viruses

Subsequent loss or damage or legal liability for which cover is in force under this **policy** is not affected.

10. Deliberate Act

Any loss or damage or liability arising out of a deliberate act by **you** or **your family** or anyone acting on **your** behalf.

Contents Platinum

Your schedule will show if this section is in force.

The inflation protection section applies, except to specified items.

| What are contents? | What items are not covered? |
|---|--|
| <p>All of the following things are included provided that they belong to you or your family or you or they are legally responsible for them and with the exclusion of business equipment they are primarily used for private purposes.</p> <p>Definitions:</p> <p>Household goods This including tenant's fixtures, fittings and interior decorations, clothing and personal items including but not restricted to mobile telephones, laptop computers, sports equipment and pedal cycles.</p> <p>Personal effects Clothes and items of a strictly personal nature likely to be worn used or carried. For example MP3 players, mobile phones and also sports equipment and pedal cycles. This does not include valuables or money.</p> <p>Valuables Jewellery (including costume jewellery) watches and fine art, antiques and collectables.</p> <p>Fine art, antiques and collectables Works of art including pictures, paintings, drawings, etchings, photographs, prints, manuscripts, tapestries, rugs, porcelain, glass, sculptures, statues, collections of stamps, coins and medals, and articles of gold, silver or other precious metals. This does not include antique furniture, books, jewellery, furs and guns.</p> <p>Money Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, music book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards This does not include credit card cheque card or cash dispenser card liability. <i>This cover is provided under Contents Platinum cover 14 Credit card liability.</i></p> <p>Business equipment All computers and equipment (excluding data) used for business trade profession or employment purposes which includes stock but excludes business money.</p> | <ol style="list-style-type: none"> Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) - but we will cover lawnmowers, garden tools, wheelchairs, mobility/disability scooters, models and toys. Parts, accessories, tools, fitted radios, cassette players, compact disc players and satellite navigation systems for the things in 1. above. Any living creature. Contents more specifically insured by any other insurance. Documents other than as shown in Contents Platinum cover 9 Documents. Lottery tickets and raffle tickets. Any part of the structure of the buildings other than fixtures and fittings for which you are responsible as the occupier. |

Contents Platinum (continued)

What is the most we will pay?

In total **we** will not pay more than the sum insured for **contents** shown in **your policy** schedule for any one claim under Contents Platinum covers 1, 7, 10 and 11.

We will pay up to the limits shown on **your policy** for Contents Platinum covers 2 to 6, 8, 9, 12 to 18.

The following limits apply:

- for any one **valuable** - £5,000 unless specified on the **policy** schedule.
- for any one claim for **valuables** - limit shown in the **policy** schedule
- for **money** while in the **home** - £1,500
- for **money** outside of the **home** - £500
- for **business equipment** - £15,000 which can include up to £1,000 for business stock
- for theft or attempted theft of **contents** from any **outbuilding** - £10,000
- for **contents** in the open on the land belonging to **your home** - £5,000
- £25,000 for theft or attempted theft of jewellery and watches from the **home**, unless at the time of loss the items are being worn by **you** or are in a locked safe or strongroom or are specified on the **policy**.

While the **home** is unattended by **you** or **your family**, the keys to the safe or strongroom must be removed from the room where the safe or strongroom is located.

- Personal effects and valuables removed from the home are restricted to £10,000 in total unless:
 - you** or **your family** are wearing or carrying them, or
 - they are in a locked safe, vault or strongroom, or
 - they are in a bank or safe deposit facility, or in respect of **valuables** only,
 - they are specified on the **policy** schedule.
- for theft or attempted theft from a room in a school boarding house college or university halls of residence accommodation - £5,000 for any one claim
- Items specified on **your policy** schedule as 'in vault' are only covered whilst in the bank vault or safety deposit box. If **you** want to remove the items and want **us** to insure them while they are outside of the bank or safety deposit facility, **you** must contact **us** prior to the removal. If **we** are able to offer cover an additional premium will be payable.

These are the standard limits. If **you** have increased any of them the new limits which apply to **your policy** will be shown in **your policy** schedule.

| Cover 1 - Loss and accidental damage | |
|---|---|
| What is covered | What is not covered |
| <p>Loss or damage including accidental damage to you or your family's contents while they are in the home or within the boundaries of the land belonging to the home or while temporarily removed anywhere in the world.</p> | <ol style="list-style-type: none"> The amount of the excess shown in your policy schedule. Loss or damage: <ol style="list-style-type: none"> by mechanical or electrical breakdown or failure (but this does not apply to loss of or damage to food in a refrigerator or freezer in the home) arising from the cost of remaking any film disc or tape or the value of any information held on it caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing by chewing, scratching, vomiting, tearing or fouling by domestic animals by rot fungus insects or vermin by the action of light or any ongoing atmospheric or climatic conditions by any gradually operating cause or wear and tear to computers or computer equipment by: <ol style="list-style-type: none"> loss or distortion of data accidental loss or mislaying or misfiling of documents or records viruses contamination |

Contents Platinum (continued)

| What is covered (continued) | What is not covered (continued) |
|-----------------------------|---|
| | <ul style="list-style-type: none"> i) by depreciation in value (other than fine art, antiques and collectables) or any losses that are not directly associated with the incident that caused you to claim j) if property is obtained by any person using any form of payment which proves to be counterfeit false fraudulent invalid uncollectable irrecoverable or irredeemable for any reason k) resulting from rising ground water levels l) while the home is unoccupied or unfurnished caused by: <ul style="list-style-type: none"> i) malicious people ii) theft or attempted theft iii) escape of water from a water drainage or heating installation any washing machine dishwasher waterbed refrigerator or freezer m) by theft of any unattended pedal cycle unless in a locked building or locked to a permanent structure or a motor vehicle n) by theft from the home if any part of it is occupied by anyone other than you or your family unless entry to or exit from the home is by forcible or violent means o) to business equipment removed from the home p) caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view and all windows are closed and all doors including the boot are locked q) caused by you not receiving goods or services you have paid for. This exclusion does not apply to fine art, antiques or collectables purchased from an auction house. |

Cover 2 - Acquisitions

| What is covered | What is not covered |
|---|----------------------------------|
| <p>We will automatically extend Contents Platinum cover 1 Loss and accidental damage to include any item of contents acquired during the period of insurance up to the value of £5,000 from the date of acquisition providing:</p> <ol style="list-style-type: none"> 1. you tell us within 30 days of the date of acquisition and 2. you pay the relevant additional premium | <p>Business equipment</p> |

Cover 3 - Jewellery and watches walk out cover

| What is covered | What is not covered |
|--|----------------------------------|
| <p>We will automatically extend cover worldwide for loss or accidental damage to jewellery and watches acquired during the period of insurance up to the value of £10,000 from the date of acquisition providing:</p> <ol style="list-style-type: none"> 1. you tell us within 30 days of the date of acquisition and 2. you pay the relevant additional premium | <p>Business equipment</p> |

Contents Platinum (continued)

| Cover 4 - Religious festivals, weddings and civil partnerships | |
|--|---------------------|
| What is covered | What is not covered |
| <p>We will automatically increase the contents sum insured for gifts food and provisions during the period 30 days before and 30 days after a recognised religious festival and you or your family's wedding or civil partnership.</p> <p>We will pay up to 10% of the contents sum insured for any one claim.</p> | |

Cover 5 - Accidental loss of oil and metered water

| What is covered | What is not covered |
|---|---|
| <p>We will pay up to £2,500 for any one claim for accidental loss of domestic heating oil and metered water.</p> | <ol style="list-style-type: none"> 1. The amount of the excess shown in your policy schedule. 2. Loss or damage specifically excluded under Contents Platinum cover 1 Loss and accidental damage. |

Cover 6 - Alternative accommodation

| What is covered | What is not covered |
|---|--|
| <p>While the home cannot be lived in because of loss or damage covered under the Contents Platinum cover 1 Loss and accidental damage we will pay for:</p> <ol style="list-style-type: none"> 1. rent payable for which you are legally liable or 2. the reasonable increased cost of alternative accommodation for you and your family and your domestic pets. <p>We will pay up to 25% of the contents sum insured for any one claim.</p> | <p>The amount of the excess shown in your policy schedule.</p> |

Cover 7 - Keys and locks

| What is covered | What is not covered |
|---|---|
| <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ol style="list-style-type: none"> 1. external doors and windows of the home 2. a safe within or an alarm protecting the home <p>after the keys are stolen.</p> <p><i>Emergency key replacement for lost keys is provided under the Home emergency section (if chosen).</i></p> | <ol style="list-style-type: none"> 1. The amount of the excess shown in your policy schedule. 2. The cost of replacing keys and locks to a garage or outbuilding. <p>We will only pay under Contents Cover or Buildings Cover if both sections are insured for any one claim.</p> |

Contents Platinum (continued)

| Cover 8 - Visitors' personal effects | |
|---|---|
| What is covered | What is not covered |
| We will pay up to £2,500 for any one claim for loss or damage to visitors' personal effects while contained in the home . | <ol style="list-style-type: none"> The amount of the excess shown in your policy schedule. Loss or damage specifically excluded under Contents Platinum cover 1 Loss and accidental damage. |

| Cover 9 - Documents | |
|--|---|
| What is covered | What is not covered |
| We will pay up to £2,500 for any one claim towards loss or damage to documents (other than money). | <ol style="list-style-type: none"> The amount of the excess shown in your policy schedule. Documents used for business, trade, profession or employment purposes. |

| Cover 10 - Emergency entry | |
|--|---|
| What is covered | What is not covered |
| Loss or damage to the contents caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency involving you or your family . | The amount of the excess shown in your policy schedule. |

| Cover 11 - House removal | |
|---|--|
| What is covered | What is not covered |
| Accidental loss or damage to contents during removal by professional removal contractors from the home including storage for up to 30 days if it forms part of the period of the move to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man. | <ol style="list-style-type: none"> The amount of the excess shown in your policy schedule. Accidental loss or damage: <ol style="list-style-type: none"> to money to china glass porcelain or any other item of earthenware unless packed by professional removal contractors to jewellery during transport by sea by mechanical or electrical breakdown or failure |

Contents Platinum (continued)

| Cover 12 - Fatal accident | |
|---|--|
| What is covered | What is not covered |
| <p>We will pay £10,000 to the deceased's legal representative(s) if you or your domestic partner living with you suffers bodily injury in the United Kingdom the Channel Islands or the Isle of Man as a result of:</p> <ol style="list-style-type: none"> an accident, assault or fire in the home an accident while travelling as a passenger on a public service vehicle an assault in the street <p>during the period of insurance which proves fatal within 12 months of its occurrence.</p> | <p>We will not pay if:</p> <ol style="list-style-type: none"> the incident is not reported to us within 60 days of death the person was over the age of 75 years at the last renewal date |

| Cover 13 - Jury service | |
|---|---------------------|
| What is covered | What is not covered |
| We will pay up to £5,000 to you or your domestic partner living with you at the rate of £25 a day for each day or part day that you or your domestic partner living with you is called to serve as a Juror in a Court of Law. | |

| Cover 14 - Credit card liability | |
|---|---|
| What is covered | What is not covered |
| <p>Your or your family's liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with you.</p> <p>We will not pay more than £10,000 for any one claim.</p> <p><i>You must immediately upon discovery inform the police and issuing authorities in the event of loss or if you suspect fraudulent use of any card.</i></p> | <ol style="list-style-type: none"> The amount of the excess shown in your policy schedule. Any loss unless: <ol style="list-style-type: none"> you or your family have complied with the terms and conditions of the issuing authority any loss or claim due to accounting errors or omissions |

Contents Platinum (continued)

| Cover 15 - Personal liability | |
|---|---|
| What is covered | What is not covered |
| <p>Subject to the limit below we will pay any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the period of insurance in respect of accidental:</p> <ol style="list-style-type: none"> 1. death bodily injury or illness of any person not an employee of either you or your family 2. damage to material property not belonging to or in the custody or control of you or your family or domestic staff <p>arising from:</p> <ol style="list-style-type: none"> a) the occupation of the home (but not its ownership) or b) the private pursuits of you or your family or c) the employment by you or your family of domestic staff <p>We will not pay more than £2,500,000 (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p> | <p>Legal liability to pay compensation or costs arising from:</p> <ol style="list-style-type: none"> 1. any business trade profession or employment 2. the transmission of any communicable disease or virus 3. owning possessing or using any mechanically propelled vehicle (which includes motor cycles children's motor cycles children's motor cars quad bikes and children's quad bikes) but we will cover liability arising from the ownership possession or use of lawn mowers garden implements wheelchairs mobility/disability scooters models and toys 4. owning possessing or using watercraft (which includes sailboards and windsurfers) aircraft caravans and trailers but we will cover liability arising from the ownership possession or use of model toys and hand or foot propelled watercraft under 5 metres in length and surfboards 5. owning possessing or using an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable) |

| Cover 16 - Unrecovered damages | |
|---|---------------------|
| What is covered | What is not covered |
| <p>We will pay up to £2,500,000 in respect of any one award of damages made in your or your family's favour which:</p> <ol style="list-style-type: none"> 1. is for death bodily injury or illness or damage to property of such nature that you or your family would have been entitled to payment under Contents Platinum cover 15 Personal liability had you or your family been responsible for the injury or damage and 2. is made by a court within the United Kingdom Isle of Man or Channel Islands and 3. is still outstanding six months after the date on which it is made and 4. is not being appealed | |

Contents Platinum (continued)

| Cover 17 - Liability to domestic staff | |
|---|--|
| What is covered | What is not covered |
| <p>Subject to the limit below we will pay any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness (including death) of any domestic staff within the United Kingdom the Channel Islands or the Isle of Man.</p> <p>We will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p> | <p>Your or your family's legal liability to pay compensation or costs for bodily injury or illness (including death) any domestic staff suffer when the domestic staff are:</p> <ol style="list-style-type: none"> 1. carried in or on a vehicle or 2. entering or getting onto or off a vehicle where such bodily injury or illness (including death) is caused by or arises out of your or your family's use of the vehicle <p>For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation.</p> |

| Cover 18 - Tenant's liability | |
|--|---|
| What is covered | What is not covered |
| <p>(this applies if the home is rented)</p> <p>Subject to the limit below we will pay out any amount that you or your family become legally liable to pay as tenant of the home in respect of damage to the buildings by any cause covered under the buildings section of this policy.</p> <p>We will not pay more than 20% of the sum insured for contents for any claim or series of claims arising from any one event or source or original cause.</p> | <p>Loss or damage to gates, hedges, fences, drives and paths.</p> |

Contents Gold

Your policy schedule will show if this section is in force.

| What are Contents? | What Contents are not covered? |
|--|---|
| <p>All of the following things are included provided that they belong to you or your family or you or they are legally responsible for them and with the exclusion of business equipment that they are mainly used for private purposes.</p> <p>Household goods This includes tenants' fixtures, fittings and interior decorations.</p> <p>Personal effects This means clothes and articles of a strictly personal nature likely to be worn used or carried. For example, mp3 players, mobile phones and also sports equipment. It does not include valuables or money.</p> <p>Valuables This means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p>Money This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p> <p>Business equipment This means all computers and ancillary equipment (excluding data) and other equipment used for business trade profession or employment purposes but excludes money and stock.</p> | <p>a) Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) – but lawnmowers, garden implements, wheelchairs, models and toys are covered.</p> <p>b) Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above.</p> <p>c) Any living creature.</p> <p>d) Contents more specifically insured by any other insurance.</p> <p>e) Documents other than as shown in cover 20.</p> <p>f) Lottery tickets and raffle tickets.</p> <p>g) Any part of the structure of the buildings other than fixtures and fittings for which you are responsible as occupier.</p> |

Contents Gold (continued)

We will not pay more in total than the total limit for **contents** shown in **your policy** schedule for any one claim under causes 1–11. For covers 12, 13, 18, 24, 31-33 we will pay up to the total limit for contents and for covers 14-17, 19-23, 25-30 up to the limits shown.

The following limits apply:

for any one **valuable** – £5,000 (unless specified on your policy schedule)

for any one claim for **valuables** - £20,000

for **money** – £500

for **business equipment** – £5,000

These are the standard limits if **you** have increased any of them the revised limits which apply to **your policy** will be shown in **your** schedule.

| What is covered | What is not covered |
|--|---|
| Loss or damage to your or your family's contents while they are in the home by following causes: | The amount of the excess shown in the schedule except for covers 25, 26 and 27. |
| 1. Fire, smoke, explosion, lightning or earthquake. | 1. Smoke damage arising gradually or out of repeated exposure. |
| 2. Storm or flood. Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm. | 2. Loss or damage by frost. Loss or damage to property in the open. Loss or damage caused by rising ground water levels. |
| 3. Theft or attempted theft. Minimum security precautions endorsement may apply. Please see your schedule. | 3. a) Loss or damage while the home is unoccupied or unfurnished . b) Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason. c) Loss or damage from the home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry to or exit from the home . |
| 4. Escape of water from: i. a fixed: a) water installation. b) drainage installation. c) heating installation. ii. a washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. | 4. Loss or damage while the home is unoccupied or unfurnished . Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative. |

Contents Gold (continued)

| What is covered | What is not covered |
|---|--|
| 5. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation. | 5. Loss or damage while the home is unoccupied or unfurnished . Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative. |
| 6. Malicious persons or vandals. Minimum security precautions endorsement may apply. Please see your schedule. | 6. Loss or damage while the home is unoccupied or unfurnished . |
| 7. Riot, civil commotion, strikes, labour and political disturbances. | |
| 8. Subsidence or ground heave of the site on which the buildings stand or landslip. | 8. Loss or damage: a) caused by normal settlement, shrinkage or expansion. b) resulting from coastal or river bank erosion. c) arising from construction, structural alteration, repair or demolition. d) arising from the use of defective materials, defective design or faulty workmanship. e) to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools unless the home has been damaged at the same time by the same cause. f) to or resulting from movement of solid floor slabs and non load bearing walls unless the foundations beneath the load bearing walls of the home are damaged at the same time by the same cause. |
| 9. Collision by: i. aircraft. ii. aerial devices. iii. road or rail vehicles. iv. animals. – or anything dropped from them. | 9. Loss or damage caused by: a) domestic pets. b) insects. |
| 10. Falling trees or branches. | 10. a) The cost of removal of the fallen tree or branch. b) Loss or damage caused during tree felling, lopping or topping. |

Contents Gold (continued)

| What is covered | What is not covered |
|---|--|
| 11. Breakage or collapse of: i. satellite dishes. ii. TV or radio aerials, aerial fittings or masts. iii. lampposts. iv. telegraph poles. v. electricity pylons, poles or overhead cables. | 11. Loss or damage to the items themselves. Cover for items in or on the home may be covered – see cover 12. |
| 12. Entertainment equipment. Accidental damage to: i. television sets. ii. radios. iii. MP3 players, compact disc players, record players and tape recorders. iv. video recorders. v. DVD players. vi. computers (including portable computers). vii. cable/satellite/digital television receivers. viii. television aerials and satellite dishes. | 12. Entertainment equipment not covered: a) mechanical or electrical breakdown or failure. b) damage to records, discs, cassettes and tapes. c) accidental damage or contamination to computers or computer equipment by: i. erasure or distortion of data. ii. accidental erasure or mislaying or misfiling of documents or records. iii. viruses. d) damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e) loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it. f) damage to equipment not in or on the home . g) loss or damage by chewing, scratching, tearing, vomiting or fouling by domestic pets. h) damage caused by wear and tear. i) damage caused by rot, fungus, insects or vermin. j) damage caused by the action of light or any atmospheric or climatic condition. k) damage caused by any gradually operating cause. l) mobile phones. m) Loss or damage while the home is unoccupied or unfurnished . n) Loss or damage to you or your family's contents while they are not in the home . o) Damage by any cause listed under causes 1-11 which is specifically excluded by that cover. |

Contents Gold (continued)

| What is covered | What is not covered |
|--|--|
| <p>13. Mirrors and glass. Accidental breakage of:</p> <ul style="list-style-type: none"> i. mirrors. ii. fixed glass in, and glass tops of, furniture. iii. ceramic hobs and ceramic tops of cookers. iv. glass oven doors. | <p>13. a) Loss or damage while the home is unoccupied or unfurnished.</p> <p>b) Loss or damage to your or your family's contents while they are not in the home.</p> |
| <p>14. Replacement of locks.</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> i. external doors and windows of the home, following the theft of their keys. ii. a safe within or an alarm protecting the home, following the theft of their keys. <p>We will not pay more than £250 for any one claim.</p> | <p>14. The cost of replacing keys and locks to a garage or outbuilding.</p> <p>We will only pay under contents cover or buildings cover if both sections are insured for any one claim.</p> |
| <p>15. Credit card liability.</p> <p>Your or your family's liability under the terms of any credit card, cheque card or cash dispenser or card agreement as a direct result of its theft from the home and following its unauthorised use by any person not related to or residing with you.</p> <p>We will not pay any more than £500 for any one claim.</p> <p>Do not forget to immediately inform the Police and issuing authorities in the event of a loss.</p> | <p>15. Any loss unless:</p> <ul style="list-style-type: none"> a) you or your family have complied with the terms and conditions of the issuing authority. b) any loss or claim due to accounting errors or omissions. |
| <p>16. Accidental loss of oil or metered water.</p> <p>We will pay for accidental loss of domestic heating oil and metered water.</p> <p>We will not pay more than £1,000 for any one claim.</p> | <p>16. Loss or damage while the home is unoccupied or unfurnished.</p> <p>Loss or damage by any cause listed under causes 1-11 which is specifically excluded by that cover.</p> |
| <p>17. Contents in the open.</p> <p>Loss or damage by causes 1 and 3-11 to contents while in the open within the boundaries of the land belonging to the home.</p> <p>We will not pay more than £500 for any one claim.</p> <p>Items such as garden furniture, external statues or garden pots are included within this section.</p> <p>Note: Loss or damage to plants is provided under Garden Cover (if chosen).</p> | <p>17. Loss or damage to:</p> <ul style="list-style-type: none"> a) valuables or money. b) plants and trees. c) business equipment. <p>Loss or damage which is specifically excluded by covers 1 and 3-11.</p> |

Contents Gold (continued)

| What is covered | What is not covered |
|--|---|
| <p>18. Temporary removal.</p> <p>Loss or damage by causes 1-11 to contents temporarily removed from the home to:</p> <ul style="list-style-type: none"> i. any bank or safe deposit. ii. any occupied private dwelling. iii. any building where you or your family are working or temporarily residing while anywhere in the world. <p>Under ii. and iii. the maximum amount payable for theft or attempted theft from a room in a school boarding house, college, university halls of residence or any other student accommodation is £750 for any one claim.</p> <p>We provide insurance protection for contents in the home during normal periods of unoccupancy, for example when you are on holiday. However if you are going away for 60 consecutive days or more, or if the home is to be vacated, please tell us as this will affect the terms of your policy.</p> | <p>18. Loss or damage:</p> <ul style="list-style-type: none"> a) by theft unless it involves forcible and violent entry to or exit from a building. b) from a caravan, mobile home or motor home. c) outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons. d) to business equipment. e) to contents in the open. f) if the premises where your contents are temporarily kept are left for more than 60 days in a row without a person residing, living or working there. g) by any cause listed under causes 1-11 which is specifically excluded by that cover. |
| <p>19. Alternative accommodation.</p> <p>While the home cannot be lived in because of loss or damage covered by this policy, we will pay for:</p> <ul style="list-style-type: none"> i. rent payable for which you are legally liable. ii. the reasonable increased cost of alternative accommodation for you and your family and your domestic pets. <p>We will not pay more than 20% of the total limit for contents for any one claim.</p> | <p>19. Loss or damage specifically excluded under the Contents Gold cover.</p> |
| <p>20. Documents.</p> <p>Loss or damage by causes 1-11 to documents (other than money) whilst:</p> <ul style="list-style-type: none"> i. within the main building of the home. ii. deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world. <p>We will not pay more than £500 for any one claim by any other insurance.</p> | <p>20. a) Property more specifically insured.</p> <p>b) Property mainly used for business, trade profession or employment purposes.</p> |

Contents Gold (continued)

| What is covered | What is not covered |
|--|---|
| <p>21. Automatic sum insured increase in total limit for religious festivals and weddings.</p> <p>The contents total limit is automatically increased for gifts and provisions:</p> <ol style="list-style-type: none"> during the period 30 days before and 30 days after a recognised religious festival. during the period 30 days before and 30 days after you or your family's wedding. <p>We will not pay more than 10% of the total limit for contents for any one claim.</p> | |
| <p>22. Visitors' personal effects.</p> <p>Loss or damage by causes 1–11 to visitors' personal effects whilst contained within the home.</p> <p>We will not pay more than £500 for each visitor for any one claim.</p> | <p>22. Loss or damage specifically excluded under Contents Gold cover.</p> |
| <p>23. Domestic staff's personal effects.</p> <p>Loss or damage by causes 1–11 to domestic staff's personal effects contained within the home.</p> <p>We will not pay more than £500 for each member of domestic staff for any one claim.</p> | <p>23. Loss or damage specifically excluded under Contents Gold cover.</p> |
| <p>24. Frozen food.</p> <p>Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:</p> <ol style="list-style-type: none"> a change in temperature. contamination by refrigerant or refrigerant fumes. <p>The refrigerator or deep freeze cabinet must be:</p> <ol style="list-style-type: none"> in the home. owned by or the responsibility of you or your family. | <p>24. Loss or damage resulting from:</p> <ol style="list-style-type: none"> the deliberate act of you or your family or any electricity supplier. strike, lock-out or industrial dispute. property more specifically insured by any other insurance. property mainly used for business, trade profession or employment purposes. |

Contents Gold (continued)

| What is covered | What is not covered |
|---|---|
| <p>25. Jury service.</p> <p>We will pay a benefit to you or your spouse or domestic partner at the rate of £25 per day for each day or part of a day that you or your spouse or domestic partner is called to serve as a juror in a court of law up to a maximum amount of £500.</p> | |
| <p>26. Fatal accident.</p> <p>If you or your domestic partner living with you suffers accidental injury which proves fatal within 12 months of occurrence within the United Kingdom, the Channel Islands or the Isle of Man as a result of:</p> <ol style="list-style-type: none"> accident or assault. fire in the home. an accident whilst travelling as a passenger on a public service vehicle. assault in the street during the period of insurance which proves fatal within 12 months of its occurrence. <p>We will pay £5,000 to the deceased's legal personal representative(s).</p> | <p>26. We will not pay where the person is over the age of 75 years.</p> |
| <p>27. Liability to domestic staff. Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness (including death) of any domestic staff within the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>We will not pay more than £5,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event, one source or original cause.</p> | <p>27. Your or your family's legal liability to pay compensation or costs for bodily injury (including death) sustained by any domestic staff when the domestic staff are:</p> <ol style="list-style-type: none"> carried in or upon a vehicle. entering, getting onto or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by you or your family of a vehicle. For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation. loss of or damage to material property belonging to you or your family or under your charge or control. a contractual obligation. any caravan whilst being towed. the use of firearms other than sporting guns used for sporting purposes. the use of horses for racing, steeple chasing or hunting. loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to you or your family or under your charge or control. |

Contents Gold (continued)

| What is covered | What is not covered |
|--|--|
| <p>28. Tenants liability. (applicable if the home is rented)</p> <p>Any amount that you or your family become legally liable to pay as tenant of the home in respect of:</p> <ul style="list-style-type: none"> i. damage to the buildings by any cause specified under Buildings Gold cover of this policy. ii. accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home. iii. accidental breakage of: <ul style="list-style-type: none"> 1) fixed glass in: <ul style="list-style-type: none"> a) windows. b) doors. c) fanlights. d) skylights. e) greenhouses. f) conservatories. g) verandahs. 2) fixed ceramic hobs or hob covers. 3) fixed sanitary ware and bathroom fittings. <p>We will not pay more than 20% of the total limit for contents for any claim or series of claims arising from any one event, one source or original cause.</p> | <p>28. Loss or damage to gates, hedges and fences.</p> |
| <p>29. Liability to the public.</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the period of insurance in respect of accidental:</p> <ul style="list-style-type: none"> i. death, bodily injury or illness of any person not an employee of either you or your family. ii. damage to property not belonging to or in the custody or control of you or your family or domestic staff and arising from: <ul style="list-style-type: none"> 1) the occupation of the home (but not its ownership). 2) the private pursuits of you or your family. 3) the employment by you or your family of domestic staff. <p>We will not pay more than £2,000,000 (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event, one source or original cause.</p> | <p>29. Legal liability to pay compensation or costs arising from:</p> <ul style="list-style-type: none"> a) any business, trade profession or employment. b) the transmission of any communicable disease or virus by you or your family. c) the ownership, possession or use of any mechanically propelled vehicle (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) but we will cover liability arising from the ownership, possession or use of lawn mowers or garden implements within the boundaries of the land belonging to the home, wheelchairs and models. d) the ownership, possession or use of watercraft (which includes sailboards and windsurfers) aircraft, caravans and trailers but we will cover liability arising from the ownership, possession or use of model toys and hand or foot propelled watercraft under 5 metres in length and surfboards. e) the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation, including subsequent legislation of similar intent, if applicable). |

Contents Gold (continued)

| What is covered | What is not covered |
|--|--|
| | <ul style="list-style-type: none"> f) any action for damages brought in a court outside the United Kingdom, the Channel Islands or Isle of Man. g) loss of or damage to material property belonging to you or your family or under your charge or control. h) ownership, possession or use of any living creature other than domestic animals. i) the ownership or occupation of land or buildings other than the home. j) a contractual obligation. k) the use of firearms other than sporting guns used for sporting purposes. l) the use of horses for polo playing, racing, steeplechasing or hunting. m) loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to you or your family or under your charge or control. |
| <p>30. Unrecovered damages.</p> <p>We will pay the amount of any award of damages made in your or your family's favour which:</p> <ul style="list-style-type: none"> i. is in respect of death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to indemnity under Liability to the Public had you or your family been responsible for the injury or damage. ii. is made by a court within the United Kingdom, the Isle of Man or the Channel Islands. iii. is still outstanding six months after the date on which it is made. iv. is not the subject of an appeal. <p>We will not pay more than £2,000,000 in respect of any one award.</p> | |
| <p>31. Emergency entry.</p> <p>Loss or damage to the contents caused when the Fire, Police or Ambulance service has to force an entry to the buildings because of an emergency involving you or your family.</p> | |

Contents Gold additional cover

| What is covered | What is not covered |
|---|--|
| 32. Accidental loss or damage to contents whilst in the home . | <p>32. Any loss or damage specifically excluded under contents.</p> <p>Gold cover accidental loss or damage:</p> <ul style="list-style-type: none"> a) by mechanical or electrical breakdown or failure. b) arising from the cost of remaking any film, disc or tape or the value of any information contained on it. c) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. d) by chewing, scratching, tearing, vomiting or fouling by domestic pets. e) by wear and tear. f) by rot fungus, insects or vermin. g) by the action of light or any ongoing atmospheric or climatic condition. h) by any gradually operating cause. i) to food, drink or plants. j) specifically provided for under Contents Gold cover. k) to computers or computer equipment: <ul style="list-style-type: none"> i. by erasure or distortion of data. ii. by accidental erasure or mislaying or misfiling of documents or records. iii. by viruses. iv. by contamination. l) arising from depreciation in value or by indirect losses which result from the incident that caused you to claim. m) while the home is unoccupied or unfurnished. n) from the home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry into or exit from the home. o) by any cover listed elsewhere in the contents section and which is specifically excluded by that cover. |
| 33. House removal. Accidental loss or damage to contents whilst in the course of removal by professional removal contractors from the home to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man. | <p>33. Accidental loss or damage:</p> <ul style="list-style-type: none"> a) to money. b) to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors. c) to jewellery. d) during sea transit. e) whilst the contents are in storage. f) by mechanical or electrical breakdown or failure. |

Contents Gold personal possessions

What are personal possessions?

All of the following things are included provided that they belong to **you** or **your family** or **you** or **they** are legally responsible for them and the items are mainly used for private purposes.

Personal effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried, for example mp3 players, mobile phones and sports equipment. It does not include **valuables, money** or **pedal cycles**.

Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Money

This means coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, record, book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

Personal possessions in a bank

A reduced premium rate applies for items permanently kept in a bank or safety deposit facility. **We** must be notified prior to their removal otherwise no cover will be operative when the item(s) are removed.

What is the most we will pay?

We will not pay more than the total limit shown in total for **personal possessions** in **your policy** for any one claim.

NB: The total limit for **personal possessions** is included within the total limit for **contents** cover and is not in addition to it.

The following limits apply:

For money – £500

For theft from an unattended motor vehicle – £1000

For any one unspecified item - £5000 unless the item is specified. When specified, an item is insured up to the amount shown on **your policy** schedule.

| What is covered | What is not covered |
|--|--|
| <p>1. Loss or damage to valuables, money and personal effects belonging to you or your family whilst:</p> <ul style="list-style-type: none"> i) anywhere in Europe, Jordan, Madeira, the Canary and/ or Mediterranean Islands and those countries bordering the Mediterranean. ii) anywhere else in the world for up to 90 days during any period of insurance. | <p>1. The amount of the excess shown in the schedule</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> a) arising from the cost of remaking any film, disc or tape or the value of any information contained on it. b) caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering. c) caused by chewing, scratching, tearing, vomiting or fouling by domestic pets. d) caused by rot fungus insects or vermin. |

Contents Gold personal possessions (continued)

| What is covered | What is not covered |
|-----------------|---|
| | <p>e) caused by any gradually operating cause or wear and tear.</p> <p>f) to items not in the care, custody or control of you or your family or an authorised person.</p> <p>g) caused by theft or attempted theft from an unlocked hotel room.</p> <p>h) by depreciation in value or by indirect losses which result from the incident that caused you to claim.</p> <p>i) by mechanical or electrical breakdown or failure.</p> <p>j) to watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) but lawnmowers, garden implements and wheelchairs, models and toys are covered.</p> <p>k) to parts, accessories, tools and fitted radios, cassette players and compact disc players for the things excluded in (j) above.</p> <p>l) to any property mainly used for business trade profession or employment purpose.</p> <p>m) to plants or any living creature.</p> <p>n) to documents.</p> <p>o) where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.</p> <p>p) specifically provided for elsewhere in this policy.</p> <p>q) to computers or computer equipment:</p> <ul style="list-style-type: none"> i. by erasure or distortion of data. ii. by accidental erasure or mislaying or misfiling of documents or records. iii. by viruses. iv. by contamination. <p>r) while the home is left unoccupied or unfurnished.</p> <p>s) to property more specifically insured by any other insurance.</p> <p>t) to lottery tickets and raffle tickets.</p> |

Contents Gold personal possessions (continued)

| What is covered | What is not covered |
|---|---|
| | <p>u) theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> - someone aged 16 or over was in the motor vehicle or - the motor vehicle was securely locked and - force and violence were used to get into the motor vehicle and - the items stolen were out of sight in a locked luggage boot, luggage or glove compartment. <p>v) loss or damage from your home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry into or exit from the home.</p> |
| <p>2. Credit card liability.</p> <p>You or your family's liability under the terms of any credit card, cheque card, or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or residing with you.</p> <p>We will not pay any more than £500 for any one claim.</p> <p>Do not forget to immediately inform the Police and issuing authorities in the event of a loss.</p> | <p>2. Any loss or claim:</p> <ul style="list-style-type: none"> a) unless you and your family have complied with the terms and conditions of the issuing authority. b) due to accounting errors or omissions. |

Contents Gold pedal cycles

Your policy schedule will show if you have selected this cover

| What is covered | What is not covered |
|--|--|
| <p>1. Loss or damage to pedal cycles belonging to you or your family whilst:</p> <p>i) anywhere in the United Kingdom (unless your schedule shows cover for pedal cycles is restricted to the home only), Europe, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean.</p> <p>ii) anywhere else in the world for up to 90 days during any period of insurance.</p> | <p>1. The amount of the excess shown in the schedule</p> <p>Loss or damage:</p> <p>a) to motorised pedal cycles.</p> <p>b) arising from pedal cycles used for racing, pacemaking or testing of any kind or while practicing for any of them.</p> <p>c) by theft of any unattended pedal cycles unless in a locked building or secured by a suitable locking device to a permanent structure or motor vehicle.</p> <p>d) to accessories or parts of pedal cycles unless the pedal cycle is stolen or damaged at the same time.</p> <p>e) caused by a gradually operating cause, wear and tear or loss of value.</p> <p>f) caused by rot, fungus or insects.</p> <p>g) caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering.</p> <p>h) by mechanical breakdown.</p> <p>i) by depreciation in value or by indirect losses which result from the incident that caused you to claim.</p> |

Buildings Platinum

Your policy schedule will show if this section is in force.

The inflation protection section applies.

What is the most we will pay?

We will pay up to the **buildings** sum insured shown in **your policy** schedule for any one claim under buildings covers 1, 5, 6 and 7.

We will also pay the additional amounts under buildings covers 2, 3, 4 and 8 up to the limits shown.

| Cover 1 - Loss and accidental damage | |
|--|---|
| What is covered | What is not covered |
| <p>Loss or damage including accidental damage to the buildings.</p> | <p>1. The amount of the excess shown in your policy schedule.</p> <p>2. Loss or damage:</p> <p>a) to gates, hedges, fences, drives or paths caused by storm or flood</p> <p>b) to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools by subsidence ground heave or landslip unless the home has been damaged at the same time by the same cause</p> <p>c) due to normal settlement shrinkage or expansion</p> <p>d) caused by subsidence ground heave or landslip resulting from solid floor slabs and non load bearing walls moving unless the foundations beneath the load bearing walls of the home are damaged at the same time by the same cause</p> <p>e) caused by subsidence ground heave or landslip arising from</p> <p>i) construction structural alteration or repair or demolition</p> <p>ii) the use of defective materials defective design or faulty workmanship</p> <p>iii) coastal or river bank erosion</p> <p>f) while the home is unoccupied or unfurnished caused by</p> <p>i) malicious people</p> <p>ii) theft or attempted theft</p> <p>iii) escape of water from or frost damage to a water drainage or heating installation, or any washing machine, dishwasher, waterbed, refrigerator or freezer</p> <p>g) caused by:</p> <p>i) frost (other than escape of water from an appliance shown in f) iii. above</p> |

Buildings Platinum (continued)

| What is covered (continued) | What is not covered (continued) |
|-----------------------------|--|
| | <ul style="list-style-type: none"> ii) any gradual deterioration or wear and tear iii) fungus insects vermin wet or dry rot iv) loss or damage by chewing, scratching, vomiting, tearing or fouling by domestic animals h) as a result of rising ground water levels i) by mechanical or electrical breakdown or failure j) by depreciation in value or any losses that are not directly associated with the incident that caused you to claim k) arising from the alteration or extension of the buildings or the cost of maintenance or routine decoration l) arising from faulty workmanship defective design or use of defective materials m) to fixed glass while the home is unoccupied or unfurnished |

| Cover 2 - Alternative accommodation | |
|---|--|
| What is covered | What is not covered |
| <p>While the home cannot be lived in because of loss or damage covered under the Buildings Platinum cover 1 Loss and accidental damage we will pay for the reasonable increased cost of alternative accommodation for you and your family and your domestic pets.</p> <p>We will pay up to 25% of the buildings sum insured for any one claim.</p> | <p>The amount of the excess shown in the policy schedule.</p> |

Buildings Platinum (continued)

| Cover 3 - Debris removal and building fees | |
|--|---------------------|
| What is covered | What is not covered |
| <p>We will pay up to 20% of the buildings sum insured for any one claim for:</p> <ol style="list-style-type: none"> 1. architects surveyors consulting engineers and legal fees 2. the cost of cleaning debris from the site or demolishing or shoring up the building 3. the cost to comply with government or local authority requirements <p>for necessary expenses for rebuilding or repairing the building following damage covered by Buildings Platinum cover 1 Loss and accidental damage.</p> | |

| Cover 4 - Trace and access | |
|--|--|
| What is covered | What is not covered |
| <p>We will pay up to £5,000 for any one claim for necessary and reasonable costs that you incur in finding the source of damage to the home caused by:</p> <ol style="list-style-type: none"> 1. escape of water from a fixed water drainage or heating installation 2. escape of oil from a fixed oil fired heating installation 3. damage to cables underground drain pipes or tanks providing services to or from the home <p>This includes reinstating any wall floor ceiling drive fence or path removed or damaged during the search.</p> | <ol style="list-style-type: none"> 1. The amount of the excess shown in your policy schedule. 2. Loss or damage specifically excluded under Buildings Platinum Cover 1 exclusion 2. |

| Cover 5 - Keys and locks | |
|---|---|
| What is covered | What is not covered |
| <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ol style="list-style-type: none"> 1. external doors and windows 2. an alarm protecting the home <p>after their keys are stolen</p> <p><i>Emergency key replacement for lost keys is provided under the Home emergency section (if chosen)</i></p> | <ol style="list-style-type: none"> 1. The amount of the excess shown in your policy schedule. 2. The cost of replacing keys and locks to a garage or outbuilding. <p>We will only pay under Contents Cover or Buildings Cover if both sections are insured for any one claim.</p> |

Buildings Platinum (continued)

| Cover 6 - Emergency entry | |
|--|---|
| What is covered | What is not covered |
| Loss or damage to the building caused when the fire police or ambulance services has to force an entry to the buildings because of an emergency involving you or your family . | The amount of the excess shown in your policy schedule. |

| Cover 7 - Selling your home | |
|---|---------------------|
| What is covered | What is not covered |
| If you have entered into a contract to sell the home the person buying it will have full protection of your policy for the buildings up to the date of completion of the purchase as long as the home is not covered by any other insurance. | |

| Cover 8 - Property owner's liability | |
|---|---|
| What is covered | What is not covered |
| <p>Subject to the limit below we will pay any amount that you or your family become liable to pay as compensation (including claimant's costs and expenses) occurring during the period of insurance as a result of ownership of the buildings in respect of accidental:</p> <ol style="list-style-type: none"> 1. death bodily injury or illness of any person not an employee of either you or your family 2. damage to material property not belonging to or in the custody or control of you or your family or domestic staff and arising from your ownership (but not occupation) of the premises <p>Cover in respect of previous homes applies only to your liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975.</p> <p>We will not pay more than £2,500,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or source or original cause.</p> | <p>Your legal liability to pay compensation arising directly or indirectly from:</p> <ol style="list-style-type: none"> 1. an agreement which imposes a liability on you which you would not be under in the absence of such agreement 2. the use or occupation of the home for any business trade profession or employment 3. death, bodily injury or damage caused by lifts hoists or vehicles other than motorised gardening equipment 4. if you are entitled to payment under another insurance policy we will not pay more than our proportional share 5. arising more than seven years after this policy has expired or been cancelled 6. for the cost of rectifying any fault or alleged fault |

Buildings Gold

Your schedule will show if this section is in force.

What is the most we will pay?

We will not pay in total more than the total limit shown for **buildings** in **your policy** schedule for any one claim under causes 1–11. For covers 13, 14, 17, 18 and 20, we will pay up to the buildings total limit and for covers 12, 15, 16 and 19, we will pay up to the limits shown.

| What is covered | What is not covered |
|---|---|
| Loss or damage to the buildings by the following causes: | The amount of the excess shown in the schedule except for cover 19. |
| <p>1. Storm or flood.</p> <p>Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm.</p> | <p>1. Loss or damage:</p> <ol style="list-style-type: none"> a) by subsidence, ground heave or landslip. b) to gates, hedges, fences, drives or paths. c) to radio, television, aerials or satellite dishes. d) by frost. e) caused by rising ground water levels. |
| <p>2. Escape of water from or frost damage to:</p> <ol style="list-style-type: none"> i. a fixed: <ol style="list-style-type: none"> a) water installation. b) drainage installation. c) heating installation. ii. a washing machine, dishwasher, water bed, refrigerator or deep freezer cabinet. <p>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but we will not pay more than £1,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.</p> | <p>2. Loss or damage</p> <ol style="list-style-type: none"> a) while the home is unoccupied or unfurnished. b) by subsidence, ground heave or landslip c) by dry rot. |

Buildings Gold (continued)

| What is covered | What is not covered |
|--|---|
| <p>3. Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p> <p>We will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search but we will not pay more than £1,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of oil is covered but damage to the installation is only covered if an insured cause or cover is operative.</p> | <p>3. Loss or damage while the home is unoccupied or unfurnished.</p> |
| <p>4. Subsidence or ground heave of the site on which the buildings stand or landslip.</p> <p>Damage to your home caused by the ground moving is covered whether this movement is downwards due to subsidence, upwards due to heave or sideways due to landslip. Subsidence is the downward movement of a building foundation caused by loss of support of the site beneath the foundations. This is usually associated with volumetric changes in the subsoil and is covered by the policy. Settlement is movement due to the distribution or re-distribution loading and stresses within the various elements of construction. This usually occurs in the early stages of the life of the building, it is not normally a continuing problem and is not covered by the policy.</p> | <p>4. Loss or damage:</p> <ul style="list-style-type: none"> a) caused by normal settlement, shrinkage or expansion. b) resulting from coastal or river bank erosion. c) arising from construction, structural alteration, repair or demolition. d) arising from the use of defective materials, defective design or faulty workmanship. e) to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the home has been damaged at the same time by the same cause. f) to or resulting from movement of solid floor slabs and non load-bearing walls unless the foundations beneath the load-bearing walls of the home are damaged at the same time by the same cause. g) the amount of the excess shown in the schedule for subsidence, heave and landslip. |

Buildings Gold (continued)

| What is covered | What is not covered |
|--|--|
| <p>5. Theft or attempted theft.</p> | <p>5. Loss or damage while the home is unoccupied or unfurnished.</p> <p>Loss or damage when your home is occupied by anyone other than you or your family unless force and violence has been used to get into your home.</p> |
| <p>6. Collision by:</p> <ul style="list-style-type: none"> i. aircraft. ii. aerial devices. iii. road or rail vehicles. iv. animals. <p>(or anything dropped from them).</p> | <p>6. Loss or damage caused by:</p> <ul style="list-style-type: none"> a) domestic pets. b) insects. |
| <p>7. Falling trees or branches.</p> | <p>7. a) The cost of removal if the fallen tree or branch has not caused damage to the buildings.</p> <p>b) loss or damage caused during tree felling, lopping or topping.</p> |
| <p>8. Breakage or collapse of:</p> <ul style="list-style-type: none"> i. satellite dishes. ii. television or radio aerials, aerial fittings or masts. iii. lampposts. iv. telegraph poles. v. electricity pylons, poles or overhead cables. | <p>8. Loss or damage to the items themselves.</p> <p>Certain items may be covered under the Contents Gold cover section.</p> |
| <p>9. Fire, smoke, explosion, lightning, earthquake.</p> | <p>9. Smoke damage arising gradually out of repeated exposure.</p> |
| <p>10. Malicious persons or vandals.</p> | <p>10. Loss or damage while the home is unoccupied or unfurnished.</p> |
| <p>11. Riot, civil commotion, strikes, labour and political disturbances.</p> | |

Buildings Gold (continued)

| What is covered | What is not covered |
|---|--|
| <p>The following covers are included in this section</p> | |
| <p>12. Debris removal and buildings fees.</p> <p>Necessary expenses for rebuilding or repairing the buildings as a result of damage covered by Buildings Gold cover for:</p> <ul style="list-style-type: none"> i. architects, surveyors, consulting engineers and legal fees. ii. the cost of clearing debris from the site or demolishing or shoring up the buildings. iii. the cost to comply with government or local authority requirements. <p>We will not pay more than 10% of the total limit for buildings for any one claim.</p> | |
| <p>13. Service pipes and cables.</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> i. cables. ii. drain inspection covers. iii. underground drains, pipes or tanks providing services to or from the home and for which you are responsible. <p>We will also pay up to £1,000 for any one claim for necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search.</p> | <p>13. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.</p> <p>Cover for accidental loss of metered water may apply under contents Gold cover cause 16.</p> <p>Damage by any cover listed elsewhere in the buildings section which is specifically excluded under that cover.</p> <p>Damage caused by a coast or riverbank being worn away.</p> <p>Damage caused by or from demolition, alteration or repair to your home.</p> <p>Damage caused by or from poor or faulty design, workmanship or materials.</p> |

Buildings Gold (continued)

| What is covered | What is not covered |
|---|---|
| <p>14. Glass and sanitary ware.</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> i. fixed glass in: <ul style="list-style-type: none"> a) windows. b) doors. c) fanlights. d) skylights. e) greenhouses. f) conservatories. g) verandahs. ii. fixed ceramic hobs or hob covers. iii. fixed sanitary ware and bathroom fittings. | <p>14. a) Loss or damage while the home is unoccupied or unfurnished.</p> <p>b) Damage to property that does not form part of the home.</p> |
| <p>15. Replacement of locks.</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> i. external doors and windows of the home, following the theft of their keys. ii. a safe within or an alarm protecting the home following the theft of their keys. <p>We will not pay more than £250 for any one claim.</p> | <p>15. The cost of replacing keys and locks to a garage or outbuilding.</p> <p>We will only pay under Contents cover or Buildings cover if both sections are insured for any one claim.</p> |
| <p>16. Alternative accommodation.</p> <p>While the home cannot be lived in because of loss or damage covered under Buildings Gold cover.</p> <p>We will pay for:</p> <ul style="list-style-type: none"> i. the reasonable increased cost of alternative accommodation for you and your family and your domestic pets or ii. the amount of rent you and your family lose. <p>We will not pay more than 20% of the total limit for buildings for any one claim.</p> | |

Buildings Gold (continued)

| What is covered | What is not covered |
|---|--|
| <p>17. Emergency entry.</p> <p>Loss or damage to the buildings caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency involving you or your family.</p> | |
| <p>18. Contracting purchaser.</p> <p>If you have contracted to sell the home the purchaser shall have the full protection of your policy in respect of the buildings up to the date of completion of the purchase, as long as the home is not covered by any other insurance.</p> | |
| <p>19. Property owner's liability.</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) arising from your ownership (but not occupation) of the premises which causes accidental bodily injury including death, disease and injury to any person or damage to property.</p> <p>We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p> | <p>19. Your legal liability to pay compensation arising directly or indirectly from:</p> <ul style="list-style-type: none"> a) an agreement which imposes a liability on you which you would not be under in the absence of such agreement. b) the use or occupation of the home for any business trade, profession or employment. c) death or bodily injury, illness or disease to any person who is a member of your family residing with you or any person under a contract of service. d) damage to property belonging to or under the control of you or a member of your family permanently residing with you. e) death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment. f) defective work carried out by you or your family or on your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you or your family before the occurrence of bodily injury or damage in connection with such private residence. g) if you are entitled to indemnity under another insurance policy. h) arising more than seven years after this policy has expired or been cancelled. i) for the cost of rectifying any fault or alleged fault. |

Buildings Gold additional cover

Your policy schedule will show if this section is in force

| What is covered | What is not covered |
|---|--|
| <p>20. Accidental damage to the buildings.</p> | <p>20. Accidental damage:</p> <ul style="list-style-type: none"> a) specifically excluded under Buildings Gold cover. b) by frost. c) by wear and tear or gradually developing deterioration, settlement or shrinkage of the buildings. d) by fungus, insects or vermin, wet or dry rot. e) by chewing, scratching, tearing, vomiting or fouling by domestic pets. f) by mechanical or electrical breakdown or failure. g) specifically covered elsewhere in this policy. h) arising from the alteration or extension of the buildings or the cost of maintenance or routine decoration. i) arising from faulty workmanship, defective design or use of defective materials. j) whilst the home is unoccupied or unfurnished. k) when your home is occupied by anyone other than you or your family. l) caused by a coast or riverbank being worn away. |

Regal Match Cover

(Extended cover for Platinum Policies only)

Your policy schedule will show if you have selected this cover

We will pay for the cost of any undamaged items of **buildings or contents** (including **personal effects, valuables, fine art, antiques and collectables**) forming part of a pair, set, suite or other item of a uniform nature or design when:

- Insured damage happens to a specific part
- Replacements cannot be matched and/or repair cannot be carried out satisfactorily.

Where appropriate, we will pay the reduction in value following the loss.

The maximum amount we will pay for any one claim is £10,000 (other than for unspecified **valuables** where the limit is £5000).

You must also be willing to surrender the undamaged part(s) of the pair, set or suite if requested by us to do so.

Family Plus Legal Expenses Policy

Your policy schedule will show if you have selected this cover

This insurance **policy** has been arranged by MotorPlus Limited and Qdos Broker & Underwriting Services Limited and is underwritten by UK Underwriting Limited on behalf of:

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Motorplus Limited, Qdos Broker & Underwriting Services Limited. UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

In return for the premium you have paid, we agree to insure you in accordance with the terms and conditions of this **policy**.

Important Information

This is a contract of insurance between you and Ageas Insurance Limited. The insurance provided covers Legal Costs and expenses, subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the Territorial Limits and during the Cover Period for which you have paid or agreed to pay the premium.

Telephone Advice Helplines

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide you with confidential telephone advice about any personal legal problem in the EU, Isle of Man, Channel Islands or EEA.

Tax Information Helpline

Confidential advice about personal tax matters in the UK.

Domestic Emergency Helpline

If you have a home emergency such as a blocked drain or burst pipes, we can arrange for a contractor to help you out. You will be responsible for the contractor's fees including any call-out charges.

Medical and Health Information Helpline

If you need non-diagnostic information about a medical matter or general information about health and fitness, we can assist. We can provide information about waiting lists, drugs and organisations that can help you.

Pet Assistance Helpline

We can help you to find a vet to assist you with an ill or injured pet.

To help us monitor our service standards, telephone calls may be recorded. Calls to the Medical and Health Line will not be recorded.

When phoning, please tell us that you are a member of the FamilyPlus scheme. Please do not phone the Helpline to report a general insurance claim.

We will not accept responsibility if the Helpline services are unavailable for reasons we cannot control.

To contact the helplines, phone 01603 420033, quoting the reference FamilyPlus

Cancellation Right

You may cancel this section at any time subject to the cancellation conditions. Please refer to the general conditions section in your policy book, condition 7 'Cancelling your policy'.

Making a Claim

In the event of a claim please do not appoint your own solicitor as this will invalidate the cover provided by this policy.

Note that all Claims must be reported to us within 180 days of the Date Of Event.

If you need to notify a potential claim, please immediately write to our Claims Department at the following address:

FamilyPlus Claims, Kircam House, 5 Whiffler Road
Norwich, NR3 2AL.

Claims may be emailed to fpclaims@ulr.co.uk or notified by telephone on 01603 779 285 quoting the reference 'FamilyPlus'.

The claims line is open 24 hours a day throughout the year.

Please provide your policy number and a description of the Claim circumstances. A Claim form will then be provided which you should complete and return without delay.

Complaints Procedure

See 'How to Complain' on page 9

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the Claim. For claims against insurers, the first £2,000 of an insurance claim is covered in full, plus 90% of the balance. As from 1st January 2010, this will change to 90% of the claim, with no upper limit. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim, without any upper limit. You can get more information about compensation scheme arrangements from the FSCS.

Family Plus Legal Expenses Policy (continued)

Definitions

Words shown in **bold** have the same meaning wherever they appear in this **policy**.

Appointed Solicitor

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed by **us** to act for **you**.

Civil Proceedings

Claims pursued by **you** in a civil court or tribunal or through arbitration or mediation within the Territorial Limits.

Cover Period

The time beginning with the date of inception of this legal expenses **policy** and ending on the next expiry date of the household buildings or **contents policy** to which this legal expenses **policy** is annexed or 12 calendar months, whichever is the less.

Date Of Event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

Enterprise

Any person engaged in an economic activity, irrespective of legal form and including, in particular, self-employed persons and **family** businesses engaged in craft or other activities, and partnerships or associations regularly engaged in an economic activity.

Insured

The person who has taken out this **policy**, providing that they reside in the United Kingdom.

Legal Costs

Professional legal fees which **you** are bound to pay, including reasonable fees or expenses incurred by the Appointed Solicitor whilst acting for **you** in the pursuit of Civil Proceedings.

Micro-Enterprise

An Enterprise which employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed €2 million.

Territorial Limits

For Insured Incidents 1 and 3:

The European Union, Albania, Andorra, Bosnia Herzegovina, Channel Islands, Croatia, FYR Macedonia, Gibraltar, Iceland, Isle of Man, Liechtenstein, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and those parts of Turkey on the European mainland.

For Insured Incidents 2 and 4:

The UK, Isle of Man and Channel Islands.

We/Our/Us

UK Underwriting Limited on behalf of Ageas Insurance Limited. UK Underwriting Limited are an insurers' agent and in the matters of a claim act on behalf of the insurer and/or their agent Motorplus Ltd trading as FamilyPlus and/or ULR.

You/Your

The Insured, together with any of the following who reside permanently with the Insured and have the Insured's permission to make a claim:

- a) the Insured's spouse or partner;
- b) the Insured's parents or parents-in-law;
- c) the Insured's children.

This Policy Will Cover

Subject to the terms, conditions, exclusions and limitations in this **policy**, **we** will pay Legal Costs to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue or defend Civil Proceedings directly arising from one or more of the following events or causes, occurring within the Territorial Limits where the Date Of Event is within the Cover Period and provided that the premium has been paid, if **we** deem that there are reasonable prospects of success:

1. Personal Claims

- a) **your** death;
- b) a personal injury to **you**.

2. Real property

- a) an infringement of **your** legal rights arising from owning or occupying **your** permanent place of residence;
- b) problems arising out of buying or selling **your** permanent place of residence;
- c) nuisance at or trespass to land in relation to **your** permanent place of residence.

3. Services and personal property

- a) physical damage to personal property owned by **you** or for which **you** are responsible;
- b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for **your** private or personal use, providing that the transaction was a commercial contract entered into during the Cover Period.

Family Plus Legal Expenses Policy (continued)

4. Employment

- a) Where **you** are an employee, disputes arising out of **your** contract of employment which give rise to a claim in an Employment Tribunal.

This Policy Will Not Cover

1. Any claim:

- a) which **you** do not report to **us** within 180 days of the Date Of Event;
- b) for which the Date Of Event is before the date of inception of this **policy**;
- c) under insured incident 2 above (Real Property) for which the Date Of Event is within 180 days after the date of inception of this **policy**;
- d) where the amount claimed is less than £100.

2. Legal Costs incurred:

- a) before **our** written acceptance of a claim;
- b) whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a composition with creditors.

3. The balance of Legal Costs over and above any figure **we** have previously agreed.

4. Legal Costs incurred in any appeal proceedings unless:

- a) **you** confirm in writing to **us** that **you** wish to appeal at least six working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
- b) **we** consider such appeal has a reasonable chance of success.

5. In respect of claims under insured incident 2 above (Real Property) the first £250.00 of Legal Costs incurred in each separate claim, and in respect of all other claims, the first £50.00 of Legal Costs incurred in each separate claim. In either case, such sum must be paid to **us** before **we** can act.

6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.

7. Fines or penalties or any damages which **you** are ordered to pay by a court, tribunal or other authority.

8. Any Insured incident which **you** intentionally cause or create.

9. Legal Costs of or relating to claims regarding:

- 9.1 the alleged dishonesty or violent behaviour of any person;
- 9.2 divorce, judicial separation, cohabitation, residence,

contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;

9.3 wills, probate or inheritance;

9.4 any business, trade or profession in which **you** are engaged, or any other venture undertaken by **you** for financial gain (other than **your** contract as an employee);

9.5 any shareholding, directorship or partnership, or other commercial interest;

9.6 any remark or comment whether permanently recorded or not, which may damage **your** reputation;

9.7 leases, licences, tenancies and disputes between landlord and tenant;

9.8 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;

9.9 planning, building or structural alteration of any building or part of such;

9.10 subsidence, shrinkage, ground heave, landslip, mining or quarrying;

9.11 any **building** or land other than **your** principal home;

9.12 any party legally acquiring **your** principal home from **you** (whether or not **you** are paid), or restrictions or controls placed upon **your** principal home by any governmental or public or local authority unless the claim is for accidental physical damage;

9.13 work done by any governmental or public or local authority unless the claim is for accidental physical damage;

9.14 a motor vehicle owned or used by, or hired or leased to **you**;

9.15 any road traffic accident;

9.16 the settlement payable pursuant to any insurance or other **policy**;

9.17 any enforcement proceedings or procedure;

9.18 proceedings before or reference to the European Court or the European Court of Human Rights;

9.19 a dispute with **us** or with **your** insurance broker or provider;

9.20 Judicial Review;

9.21 war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;

9.22 radiation or radioactive contamination;

Family Plus Legal Expenses Policy (continued)

- 9.23 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- 9.24 sonic pressure waves;
- 9.25 any mortgage, loan agreement any other consumer credit scheme;
- 9.26 the defence of any claim brought by any other party in respect of a matter which causes **your** death or personal injury, or which arises out of **your** contract of employment.
10. Legal costs incurred during any legal action **you** take which **we** have not agreed to, or where **you** do anything that hinders **us**, or the Appointed Solicitor.

General Conditions

1. **You** must:
- 1.1 abide by the terms and conditions of this **policy**.
- 1.2 try to prevent or minimise Legal Costs wherever possible.
- 1.3 send Us everything **we** ask for in writing.
2. **We** can:
- 2.1 take over any claim or Civil Proceedings at any time and conduct them in **your** name.
- 2.2 negotiate or settle any claim or Civil Proceedings on **your** behalf.
- 2.3 refer any boundary or other property dispute to mediation.
- 2.4 contact **you** direct at any point concerning **your** claim.
- 3.
- 3.1 An Appointed Solicitor will be appointed by **us**, representing **you** pursuant to **our** standard terms of appointment.
- 3.2 The Appointed Solicitor will have direct contact with **us** and must co-operate fully with **us** at all times.
- 3.3 **You** must co-operate fully with the Appointed Solicitor and with **us**, keeping **us** informed and attending such meetings or hearings as may be required at **your** own expense;
- 3.4 **You** must give the Appointed Solicitor any instructions that **we** request.
- 3.5 If it becomes necessary to appoint a lawyer to assist **you** before the issue of Civil Proceedings **we** will choose the Appointed Solicitor. If by the date when it is necessary to issue Civil Proceedings **we** have not already chosen an appointed lawyer, **you** can nominate one by sending **us** the name and business address of a suitably qualified person. **We** may

choose not to accept **your** nominee if they are unable to agree terms with **us**. If there is a disagreement over the choice of Appointed Solicitor another suitably qualified person can be appointed to decide the issue (see 3.11 below).

- 3.6 **You** must at **our** request instruct the Appointed Solicitor to have any Legal Costs taxed, assessed or otherwise audited.
- 3.7 **You** must take all necessary steps to assist the recovery of Legal Costs from any other party, and pay **us** any Legal Costs so recovered.
- 3.8 **We** will not be bound by any undertaking or other promise or assurance **you** may give to the Appointed Solicitor, or which **you** or the Appointed Solicitor give to any other person.
- 3.9 If **you** or the Appointed Solicitor terminate their retainer **we** will consider the reasons for this. **We** may then end the cover provided by this **policy** or **we** may agree to appoint another Appointed Solicitor.
- 3.10 If **you** settle, withdraw or abandon a claim without **our** prior agreement, or fail to give suitable instructions to the Appointed Solicitor, the cover **we** provide will end immediately and **we** will be entitled to reclaim from **you** any Legal Costs paid by **us**.
- 3.11 If **we** and **you** disagree about the choice of Appointed Solicitor, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **we** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
- 4.
- 4.1 **You** must inform **us** of any proposal to settle a claim including any Payment Into Court. If **you** reject an offer which **we** consider reasonable **we** may refuse to pay any further Legal Costs.
- 4.2 **You** must not negotiate or agree to settle a claim without **our** prior approval.
5. **We** may elect to pay **you** the amount of damages **you** are claiming, instead of starting or continuing Civil Proceedings.
6. **We** may if **we** see fit require that **you** obtain Counsel's Opinion from a barrister agreed by **you** and **us**, as to the merits of a proposed claim or Civil Proceedings. **You** will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or Civil Proceedings, **we** will refund Counsel's fees.

Family Plus Legal Expenses Policy (continued)

7. **We** can cancel this **policy** at any time by giving **you** 14 days' notice in writing.
8. **We** will not pay any claim covered by any other **policy** of insurance or by trade union membership or any claim that would have been covered by any other **policy** of insurance or by trade union membership if this Familyplus legal expenses **policy** did not exist.
9. If **you** die, **we** will insure **your** personal legal representatives to pursue disputes covered by this **policy** arising from **your** death, provided they keep to the terms of the **policy**.
10. Apart from **us**, only **you** may enforce all or any part of this **policy** and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the **policy** in relation to any third party right or interest.
11. The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.
12. Any Act of Parliament mentioned in the **policy** includes equivalent laws in the relevant jurisdiction.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

Data Protection Act 1998

Motorplus Limited does not pass any personal data about **you** to any third parties. When **you** apply for insurance and/or make a claim, **you** will be required to disclose

relevant personal data about yourself to Motorplus Limited or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. **Your** explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when **you** make a claim. Please note that any information that **you** provide to Motorplus Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Motorplus Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

Garden cover

Your policy schedule will show if you have selected this cover

This cover is underwritten by AXA Insurance UK plc

What is covered

Loss or damage to fences, gates, hedges, lawns, patios, plants, ponds, rockeries, trees and walls that **you** own and are kept within the boundaries of **your home** caused by:

1. storm.
2. flood.
3. lightning or explosion.
4. theft.
5. fire.
6. television aerials, satellite dishes and tiles falling from the **building**.
7. malicious damage caused by any other person other than **you** or **your family**.
8. accidental damage caused by any other person other than **you** or **your family**.
9. branches falling from trees.
10. wild animals.

We will not pay more than £750 for any claim or series of claims arising from any one event or one source or original cause.

What is not covered

1. The amount of the **excess** shown in the schedule.
2. Loss or damage to trees or plants not caused by theft.
3. Damage caused by domestic animals, birds or pets.
4. Damage caused by frost.
5. Damage caused by subsidence, landslip or heave.
6. Damage caused by light or atmospheric conditions.
7. Damage caused by climatic conditions.
8. Damage caused by insects or vermin.
9. Damage caused by rot, mildew, fungus or poisoning.
10. Property being confiscated or destroyed by any government, public or local authority.
11. Liability of any kind.
12. Loss or damage to fish/other creatures/animals.
13. Loss or damage caused in connection with **your** trade or business profession.

14. Loss or damage that is not directly associated with the incident that caused **you** to claim.

15. Any items covered by any other insurance.

Cancelling your cover

You may cancel this section at any time subject to the cancellation conditions. Please refer to the general conditions section in **your policy** book, condition 7 'Cancelling **your** cover'.

Household claim notification

To make a claim, please contact the household claims telephone number shown on the **policy** schedule.

How to complain

See 'How to Complain' on page 9

Financial Services Compensation Scheme

What happens if **we** are unable to meet our liabilities?

If **we** are unable to meet **our** liabilities to our policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS).

The level of compensation differs depending on the type of cover:

- Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim
- Non compulsory insurance, (e.g. home insurance), is covered for 90% of the claim.

Further information can be obtained from:

Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London, E1 8BN. Telephone 020 7892 7300 or email enquiries@fscs.org.uk.

Home emergency insurance policy certificate

Your policy schedule will show if you have selected this cover.

Europ Assistance Holdings Limited will provide the services and benefits described in this **policy**:

- during the **period of insurance**
- within the **geographical limits**
- following payment of the premium.

We will provide the services and benefits on the basis of the details **you** have supplied and subject to the following terms, conditions and exclusions, together with any applicable endorsements, all of which **we** recommend **you** read carefully, to ensure this **policy** meets **your** individual requirements.

This **policy** is underwritten by Europ Assistance Insurance Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN UK.

This insurance is effected in England and is subject to the Laws of England and Wales.

Europ Assistance Insurance Limited and Europ Assistance Holdings Limited are both authorised and regulated by the Financial Services Authority.

To ensure **we** are consistent in providing **our** customers with quality service, **we** may record **your** telephone call.

The aims of this insurance

This insurance is an **emergency policy** and not a Household **buildings** or **contents policy**. It should complement **your** household insurance policies, and provide benefits and services which are not normally available under these policies.

This Insurance does not cover normal day-to-day **home** maintenance which **you** should carry out or pay for, such as attention to items which tend to gradually wear out over a period of time, or need periodic attention, for example the descaling of central heating pipes or the replacement of tap and cistern washers.

What **we** undertake to do is provide rapid, expert help if **you** suffer an **emergency** arising from an incident covered under the **policy**. **We** will arrange for one of **our** **repairer(s)** on **our** nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the **emergency**.

Meaning of words

Wherever the following words and phrases appear in this **policy** they will always have these meanings:

Emergency repairs

Work undertaken by a **repairer** to resolve the **emergency**

by completing a **temporary repair** which will resolve the **emergency** but will need to be replaced by a **permanent repair** to put right the damage caused to the **home** by the **emergency**.

A **permanent repair** will be carried out only if it can be undertaken on the first visit and would cost no more than a **Temporary Repair**.

Geographical limits

This means Great Britain plus the Isle of Wight, Isle of Man and Northern Ireland.

Home

Your principle permanent place of residence, comprising private dwelling together with garage(s), which are built of standard construction (brick with slate roof), all used only for **your** domestic purposes or as **your** office (providing no more than half the rooms in the property are used for this purpose), and situated within the **geographical limits** at the address shown on the **policy** Schedule. Bedsits or properties with multiple occupation/residential or nursing homes are excluded.

Emergency

A sudden unexpected event occurring during the **period of insurance**, involving **your home** which, in **our** opinion:

- exposes the **insured person(s)** or a third party to a risk to their health, or
- necessitates immediate remedial action to render the **home** safe or secure, or
- renders the **home** uninhabitable.

This definition shall include damage to or further damage to, or restoration of the **main services** to the **home**.

Insured person(s) or you/your

The person named on the **policy schedule**, together with the members of **your** household normally residing with **you**. In **your** absence on a trip away from **home**, the person duly authorised by **you** as the keyholder responsible for the **home**.

Main Services

Mains drainage to the boundaries of the **home**, water, electricity and gas within the **home** and the main source of heating or hot water where no alternative exists.

Period Of Insurance

The period shown on the **Policy** Schedule.

Permanent Repair

Repairs and/or work required to put right the damage caused to the **home** by the **emergency**

Repairer(s)

Repairs will only be carried out by approved and authorised tradesmen of Europ Assistance.

Home emergency insurance policy certificate (continued)

Temporary Repair

The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

We, Our or Us

Europ Assistance Holdings Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

What is covered

If an **emergency** occurs, **we** will arrange for a **repairer** to assess the situation and carry out a **temporary repair** in the event of:

1. **Burst pipes or sudden leakage** likely to cause damage to the **home** or its **contents**.
2. **Break-in, accidental damage or vandalism** that compromises the security of the **home**.
3. **Storm damage** causing ingress of water or likely to cause further loss or damage to the **home** or its **contents**.
4. **Failure of your domestic water mains supply, gas supply, electricity** (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of **your** domestic hot water heating.
5. **Total failure of your central heating**, causing in **Our** view, unreasonable discomfort or risking frost damage to the **home**.
6. **A leakage caused by a smashed toilet bowl or cistern**. Breakage of the cistern internal mechanism which prevents flushing and creates an **emergency** as there is no other toilet in the **home**.
7. **Pest infestation**. Removal of wasp nests, field and house mice and brown rats within the insured property
8. **Uninhabitable accommodation**. In the event of the **home** becoming uninhabitable as a consequence of an **emergency** and remaining so overnight, **we** will, subject to prior agreement with **us**, pay up to £250 (including VAT) in total for;
 - (a) **Your** overnight accommodation and/or
 - (b) transport to such accommodation.

For each claim **we** will pay up to a maximum of £300 (including VAT), for a **temporary repair** (or a **permanent repair** if it is a similar cost) to stabilise the situation and remove the **emergency** or to restore the normal operation of the boiler or warm air unit, comprising call-out, labour, parts and / or materials.

REQUESTING ASSISTANCE

First check the circumstances are covered. Having done this telephone Europ Assistance immediately stating **Your Policy** Number, on:

01603 779293

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES.

SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID UK ON 0800 111 999.

What is not covered

1. **Normal day-to-day Home maintenance** which **you** should carry out or pay for, such as the items listed below, which tend to gradually wear out over a period of time, or need periodic attention. **We** would not consider the following as constituting a covered **home emergency**:
 - 1.1 dripping taps.
 - 1.2 burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
 - 1.3 slow seepage from joints or gaskets which does not involve a sudden escape of water.
 - 1.4 the results of hard water scaling deposits.
 - 1.5 leaking overflows.
 - 1.6 blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.
 - 1.7 blocked or misaligned guttering.
 - 1.8 damage to boundary walls, hedges, fences and gates.
 - 1.9 malfunctioning or blockage of septic tanks.
 - 1.10 any infestations, pests in gardens, or outbuildings

Home emergency insurance policy certificate (continued)

- 1.1 any event arising from circumstances known to **you** prior to the commencement date of this insurance including any pest infestation or parts known to be failing or in need of attention/repair/maintenance, or any inherent fault or defect.

Please note that the above list (which is not exhaustive) shows specific examples of normal maintenance to indicate the type of problem not covered.

2. In connection with the boiler or warm air unit:

- 2.1 air locks in the central heating piping.
 - 2.2 any claim involving a boiler or warm air unit with an output exceeding 60 Kw/hr capacity.
 - 2.3 any boiler or warm air unit more than **fifteen** years old.
 - 2.4 replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
 - 2.5 any costs arising as a result of failure to service the boiler or warm air unit in the previous twelve months. Any recommendations following servicing should be carried out and the costs will be **your** responsibility.
 - 2.6 any intermittent or reoccurring fault.
 - 2.7 any water pressure adjustments or failure caused through hard water scale or sludge.
 - 2.8 any boiler or system noise.
 - 2.9 any radiator valves.
- ## 3. The following incidents or circumstances are also excluded:
- 3.1 breakage of internal glass or of any basin, bath, bidet or shower base.
 - 3.2 failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.
 - 3.3 the cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the fabric of the **home**.
 - 3.4 damage incurred in gaining necessary access.
 - 3.5 breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Please also refer to the General Exclusions.

General Conditions

1. **You** should declare all facts which are likely to affect this insurance. Failure to do so may prejudice **your** entitlement to claim, and if **you** are uncertain as to whether a fact is material, it should be disclosed to **us**.
2. **You** should carry out or arrange for normal continuous maintenance of **your home** and on the systems servicing the **home** and **you** must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and service documentation will be required.
3. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
4. **Your** full compliance with the terms and conditions of this **Policy** is necessary before a claim will be paid.
5. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this **Policy** all benefit and any premium paid shall be forfeited.
6. **We** will be entitled, if **we** so desire, to prosecute, in **your** name, any claim for indemnity or damages or otherwise, against any person in respect of any sum paid by **us** under this **Policy**. **We** shall have full discretion in the conduct of any proceedings, and any sum so recovered or secured shall belong to **us**.
7. **You** must notify **us** immediately a claim occurs. If for any reason **we** authorise **you** to use a contractor appointed by **you**. **You** should obtain an estimate for the work and contact **us** for authorisation to continue, **you** will supply **us** with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by **us** at **your** own expense.
8. If any dispute arises as to **Policy** interpretation, or as to any rights or obligations under the **Policy**, **we** offer **you** the option of resolving this by using the Arbitration procedure **we** have arranged. Please see the Complaints Procedure. Using this Service will not affect **your** legal rights.
9. This insurance contract is subject to the Laws of England and Wales.
10. It is a condition precedent to **our** providing the services detailed in this **Policy**, that **you** undertake to promptly pay the **repairer** or Europ Assistance

Home emergency insurance policy certificate (continued)

Holdings Limited for all work authorised by **you** which is not covered under this **Policy**.

11. **You** should have taken out, and keep in force, a Buildings Insurance **Policy** covering **your home**.
12. If **you** intend to leave **your home** unoccupied when cold weather is normally expected, **you** must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.

General exclusions

1. Pre-existing problems or circumstances known to **you** at the time **you** purchased the insurance and which **you** did not notify to **us**.
2. Any costs incurred when **you** have not notified **us** and obtained **our** prior authorisation.
3. Damage to **home contents**.
4. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
5. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this **Policy**).
6. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our repairer** to ensure that the original fault has received a definitive repair.
7. Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
8. Any claim when the **home** has been left unoccupied for more than 30 days.
9. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection;

revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Loss or destruction of or damage or any loss or expense whatsoever resulting from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Failure or malfunction of any supply, system or appliance serving the **home** or any consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
12. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this **policy**.
13. Any legal liability or any direct loss arising from the

Home emergency insurance policy certificate (continued)

provision of, or any delay in providing the services to which this **policy** relates, unless negligence on **our** part can be demonstrated.

14. Costs associated with another property or communal/shared areas if **your home** is in a multiple-occupancy or multiple-usage block or **building**.
15. Equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
16. Any cost relating to the attempted repair by **you** or **your** own contractor.

Complaints procedure

See 'How to Complain' on page 9

Cancellation Provisions

You may cancel this section at any time subject to the cancellation conditions. Please refer to the general conditions section in **your policy** book, condition 7 'Cancelling **your policy**'.

Utility Safeguard

Your policy schedule will show if you have selected this cover

This Policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited and is underwritten by UK Underwriting Limited on behalf of: Ageas Insurance Limited, Registered in England No. 354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA.

MotorPlus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

This is a "claims made" insurance Policy. This Policy will only cover valid claims notified to us within the period of insurance.

The insured has submitted a written proposal, declaration or renewal declaration to us and it is agreed this shall form the basis for the issue of this Policy. The insurer agrees in consideration of the premium to indemnify the insured to the extent and in the manner provided within this Policy.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold throughout this Policy.

Claim(s)

A **claim** against this Policy.

Insured

The individual who has taken out this Policy, their spouse or partner and any of their **family** members who permanently occupy the **insured property**.

Insured event

An event which gives rise to a **claim** against this Policy.

Insured property

The **Insured's** permanent place of residence provided this is located within the **territorial limits**

Insurer

UK Underwriting Limited on behalf of Ageas Insurance Limited.

UK Underwriting Limited are an **insurers'** agent and in the matters of a **claim** act on behalf of the **insurer**.

Limit of indemnity

The maximum amount payable by the **insurer** in respect of any one **claim** and in aggregate for all **claims** made during any **period of insurance**.

Period of insurance

Twelve calendar months from the date of inception of this Policy.

Territorial limits

The United Kingdom, Isle of Man and Channel Islands.

We/Our/Us

MotorPlus Limited, Kircam House, Whiffler Road, Norwich, NR3 2AL.

An insurance intermediary which has been delegated the authority to bind cover and to whom notification of **claims** must be made.

This Policy Will Cover

The **insurer** will indemnify the **insured** in respect of an **insured event** covered by this Policy which directly affects the **insured property**, provided the **insured event** occurs and a **claim** is notified within the **period of insurance**.

Section 1. Underground water supply

In the event of a leak or blockage occurring within the underground water supply this Policy will provide up to £3,000 (including VAT) toward:

- the cost of appointing an engineer to visit the **insured property** to locate the source of the leak or blockage;
- the cost of repair or replacement of the damaged section of the underground water supply; where the leak or blockage occurs between the internal stop valve and the point where the supply crosses the boundary of the **insured property**. If the **insured** has responsibility for underground water supply pipes beyond the boundaries of the **insured property** this Policy will also cover costs, subject to the **limit of indemnity**, for leaks or blockages which occur in pipes for which the **insured** is responsible.

Where underground water supply pipes are shared with other households, this Policy will only provide cover for the **insured's** share of the costs.

Damaged pipework will be replaced where the engineer deems replacement to be more effective than repair. Where replacement pipework is required this Policy will provide cover for up to 20 metres to be replaced.

Exclusions to Section 1.

The **insurer** will not be liable for:

- any costs incurred in excess of £3,000 (including VAT);
- costs where the leak or blockage occurs in a section of pipework which is not the responsibility of the **insured**;
- loss or damage arising as a result of disconnection from or interruption to the mains service;
- repair or replacement of any item which does not form part of the underground water supply;
- repair or replacement any internal or external water pipe after the internal stop tap.

Utility Safeguard (continued)

Section 2. Internal gas supply

In the event of a leak occurring within the internal gas supply this Policy will provide up to £3,000 (including VAT) toward:

- the cost of appointing an engineer to locate the source of the leak;
- repair or replacement of the damaged section of the internal gas supply;

where the leak occurs within the internal gas supply from the outlet of the gas supply meter to the isolation valve of any gas appliance, including supply hoses to gas cookers, within the **insured property**.

Damaged sections of the internal gas supply will be replaced where the engineer deems replacement to be more effective than repair.

This Policy will also provide up to £500 (including VAT) towards the cost of replacing internal hard flooring or plasterwork within the **insured property** which was damaged or removed by the engineer in investigating and rectifying the leak.

Exclusions to Section 2.

The **insurer** will not be liable for:

- any costs incurred in excess of £3,000 (including VAT);
- costs relating to any item which does not form part of the internal gas supply pipe within the **insured property**;
- loss or damage caused as a result of disconnection from or interruption to the mains service.

Section 3. Electrical systems

In the event of complete failure of the electrical wiring system between the electricity meter and fuse box this Policy will provide up to £3,000 (including VAT) towards:

- the cost of appointing an engineer to identify the electrical fault;
- the cost of repair or replacement of the faulty section of electrical wiring and/or repair or replacement of the fuse box.

Exclusions to Section 3.

The **insurer** will not be liable for:

- any costs incurred in excess of £3,000 (including VAT);
- replacement costs of electrical wiring or fuse box which needs to be replaced as a consequence of natural wear and tear or gradual degradation;
- costs incurred where the **insured** has been advised of the need to carry out permanent repair work to avoid repetitive situations leading to a breakdown and/or failure of the electrical wiring system or fuse box;
- loss or damage caused as a result of disconnection from or interruption to the mains service.

Section 4. Hotel accommodation

If the **insured property** becomes uninhabitable for more than 48 hours (as advised by the approved engineer) as a result of an **insured event** covered under sections 1 to 3 above, this Policy will provide reimbursement of up to £125 (including VAT) per night, £500 (including VAT) maximum per **claim**, for hotel costs where no alternative accommodation is available to the **insured**.

General Exclusions

The **insurer** will not be liable for:

- any event arising from circumstances known by the **insured** at or before inception of this Policy;
- any costs relating to **claims** which are deemed in any respect to be overstated, false or fraudulent;
- any loss in the event of damage occurring where the **insured property** has remained unoccupied continuously for 60 days or more;
- any costs relating to the repair or replacement of any items not specifically mentioned under the sections of cover under This Policy Will Cover;
- any part of the covered sections which are too difficult for the approved engineer to access safely, e.g. where asbestos is present;
- any defect, damage or breakdown caused by malicious or wilful action, negligence, misuse, or third party interference including any attempted repair or modification to the covered sections, which does not comply with recognised industry standards;
- loss or damage arising as a result of disconnection from or interruption to the gas, electricity or water mains services to the **insured property**;
- the replacement of items that wear out over a period of time;
- like for like replacements of parts necessary in repairing or remedying the emergency unless an alternative is supplied by the **insured** at the time **our** engineers visit;
- any fixtures including lead piping where replacement is only necessary as a result of legislation or health and safety guidelines, or to meet current best practice;
- costs incurred where the **insured** has previously been informed of a need to carry out permanent repairs in order to avoid pipe blockages or wiring failures;
- systems which have not been installed, serviced or maintained in accordance with established practice or manufacturer's instructions;
- any costs above the **limit of indemnity** (the **insured** is responsible for agreeing and settling these costs directly with the approved engineer);
- any loss arising from subsidence, heave of the site or landslide caused by:
 - bedding down of new structures;
 - demolition of or structural repairs or alterations to

Utility Safeguard (continued)

- the **insured property**;
- iii. faulty workmanship or the use of defective materials;
 - iv. river or coastal erosion;
15. faulty workmanship or the use of defective materials by a non-approved engineer;
16. any defect, loss or damage caused by earthquake, impact or other extraneous causes;
17. any loss or damage arising as a consequence of:
- i. war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance;
 - ii. ionising radiation or contamination by radioactivity from any nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

General Conditions

1. The insured's responsibilities

The **insured** must:

- a) observe the terms and conditions of this Policy;
- b) try to prevent any incident that may give rise to a **claim**;
- c) take all reasonable steps to minimise the amount payable by the **insurer**.

2. Arbitration

Any dispute or difference of any kind between the **insured** and **insurer** or the **insured** and **us** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society or the Bar Council. The arbitrator's decision will be final and binding on all parties.

3. Assignment

This Policy is between and binding upon the **insurer** and the **insured** and their respective successors in title. The Policy may not be otherwise assigned by the **insured** without prior written consent from **us** or the **insurer**.

4. Waiver

If the **insurer** fails to exercise or enforce any rights conferred on them by this Policy, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any such time.

5. Cancellation

You may cancel this section at any time subject to the cancellation conditions. Please refer to the general conditions section in your policy book, condition 7 'Cancelling your policy'.

6. Renewal

Castle Cover and the **insurer** reserve the right to refuse renewal of any individual Policy.

7. Governing Law

The Parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this Policy shall be subject to the Laws of England and Wales.

Claims Procedure

Claims should be notified to **us** by calling 01603 779288 as soon as is reasonably practical. **We** are open 24 hours a day, every day of the year.

Once details of the **claim** has been notified to **us** and has been accepted, **we** will appoint one of **our** approved engineers to visit the **insured property** and carry out any necessary investigation and repair or replacement work (where required).

It is important to note that this Policy will not cover the costs of work carried out by engineers that have not been appointed by **us**.

Complaints

See 'How to complain' on Page 9.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the **Claim**. For **claims** against **insurers**, the first 90% of the **claim** is covered. For compulsory classes of insurance, insurance arranging is covered for 100% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS.

Data Protection Act 1998

Motorplus Ltd comply with the Data Protection Act 1998. **We** take **your** privacy very seriously. **We** will use **your** personal information to provide **you** with the services, products or information, for administration purposes for any matters arising from this policy. **We** may need to share **your** information with **Our** service providers, associated organisations and agents for these purposes. Despite any changes **We** make to this privacy statement **We** will always use **your** personal data for the purposes **We** outline in this statement and in accordance with the Data Protection Act 1998 unless **We** are advised otherwise.

Motorplus Limited is authorised and regulated by the Financial Services Authority.

Regulated by the Ministry Of Justice in respect of regulated claims management activities.

