



# Broker Rainbow Home Insurance policy document

[allianz.co.uk/brokercustomer](https://allianz.co.uk/brokercustomer)



# WELCOME TO ALLIANZ

Thank you for choosing Broker Rainbow Home insurance. **We** hope you'll be happy with the cover and service **you** get from **us**. This document tells **you** everything **you** need to know about **your** insurance, please keep it safe with **your schedule** and **statement of fact**. **You** can get a copy of the policy documents **you** have been provided in braille, large print or in an audio format by contacting **us** or **your** broker.

## A little bit more about us

Your policy is underwritten by **Highway Insurance Company Limited**, part of the Allianz Group. You can find out more about us at **[allianz.co.uk/brokercustomer](https://allianz.co.uk/brokercustomer)**.

# YOUR HOME INSURANCE POLICY

Please read **your policy schedule** and **policy** document carefully to make sure **you** understand what is covered and the limits that apply. It's important that **you** check the information that **you** have given **us** to ensure **we** offer **you** the correct cover. **You** must let **us** know promptly if anything changes. If **you** don't tell **us** of any changes a claim may be reduced or rejected and in some circumstances **your policy** might be invalid.

The buildings sum insured must be adequate to cover the cost of replacing **your buildings** if they were completely destroyed, including any additional costs such as architects' or surveyors' fees. For **your** contents cover, **your** sum insured must be enough to replace all of **your contents** as new. The value of some items, particularly jewellery and other valuables, is likely to fluctuate considerably and some items may need to be specified separately. Please call **your** insurance intermediary if **you** need to review **your** cover.

## **This policy covers the costs of unexpected loss or damage. It does not cover:**

- Wear and tear.
- Maintenance costs such as refixing loose roof tiles, repointing brickwork or replacing guttering.
- Damage that happens over a period of time for example damp, rot and damage from vermin.

To make a successful claim **you** must keep **your** property in good repair and take all realistic and practical steps to prevent loss or damage. Please see 'What is not covered' on page 16 and exclusions within each section of the **policy**.

## **Easier to read information**

**You** can get this document from **us** in braille, large print or in an audio format by contacting **us**.

# PRIVACY POLICY

## A summary of how we use personal information

**Highway Insurance Company Limited** is the controller of personal information. We'll keep **you** informed about how we use personal information in the document 'Privacy Policy', which is available:

- online at [allianz.co.uk/brokercustomer/privacy-notice](https://allianz.co.uk/brokercustomer/privacy-notice).

**You** have a number of rights concerning personal information. **You** can ask for a person to review an automated decision, and in certain circumstances to:

- access the personal information **we** hold about **you** or anyone on the policy.
- correct personal information **you** think is inaccurate or to update information **you** think is incomplete.
- have personal information deleted in certain circumstances.
- restrict **us** processing personal information, under certain circumstances.
- receive personal information in a portable format. This only applies to information **you** have provided to **us**.
- object to **us** processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, Allianz, County Gates, Bournemouth, BH1 2AT or email us at [gicustomersupport@allianz.co.uk](mailto:gicustomersupport@allianz.co.uk).

**You** can also contact our Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk).

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## SUMMARY OF LIMITS

The following is a summary of the main policy limits. **You** should read the rest of this **policy** for the full terms and conditions.

Section of cover	Policy Limit
Buildings (if selected)	£1 million
Loss of rent and alternative accommodation	£200,000
Tracing and accessing leaks	£10,000
Emergency access	£10,000
Loss or theft of keys	Up to the buildings sum insured
Property Owners Liability	£2 million
Home Emergency	£500 (per call out)
Contents (if selected)	£100,000
<b>High risk property</b>	£40,000
<b>Business equipment</b>	£10,000 in total (£3,500 for a single article)
<b>Money in the home</b>	£500
Pedal cycles in the <b>home</b>	Up to contents sum insured
Alternative accommodation	£25,000
Loss or theft of keys	Up to the contents sum insured
Freezer <b>contents</b>	Up to the contents sum insured
Student belongings whilst at university/college	£5,000 in total (£1,000 for a single article)
<b>Contents</b> temporarily away from <b>home</b> for up to 90 days	£15,000 (£1,000 for a single article)
Special events increase	10% of the contents sum insured
Oil or metered water	Up to the contents sum insured
Reinstatement of documents	Up to the contents sum insured
Plants in the garden	£1,000
Theft or attempted theft from your garage or domestic outbuildings	£10,000
Visitors' personal effects	£1,000
Occupiers' Liability	£2 million
Employers' Liability	£5 million

## DEFINITIONS

Whenever a word appears in bold type, please refer to the definitions below.

<b>Accidental Breakage</b>	Sudden, unintentional and unexpected physical breakage that can be seen.
<b>Accidental Damage</b>	Sudden, unintentional and unexpected physical damage that can be seen.
<b>Buildings</b>	<p><b>Your home</b>, and its permanent fixtures and fittings including:</p> <ul style="list-style-type: none"> <li>i) tennis courts, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges;</li> <li>ii) permanently installed: <ul style="list-style-type: none"> <li>a) swimming pools;</li> <li>b) hot tubs;</li> </ul> </li> <li>iii) permanently connected: <ul style="list-style-type: none"> <li>a) drains, pipes and cables for which <b>you</b> are legally responsible;</li> <li>b) service tanks and central heating oil tanks;</li> <li>c) wind turbines, solar panels and ground source heating pumps;</li> </ul> </li> </ul> <p>all sited within the boundaries of the land belonging to <b>your home</b>.</p>
<b>Business Equipment</b>	<b>Computers</b> , modems, keyboards, monitors, printers, word processing equipment and computer aided design equipment, facsimile machines, photocopiers, typewriters, telecommunication equipment and office furniture, but not including any property held as trade stock or games consoles.
<b>Computers</b>	An electronic device for storing and processing data not designed to be portable (such as desktop computers), computer equipment or game consoles.



## DEFINITIONS CONTINUED

<b>Contents</b>	<p>Household goods, personal belongings and <b>business equipment</b> owned by <b>you</b> or for which <b>you</b> are legally responsible including:</p> <ul style="list-style-type: none"> <li>i) pedal cycles;</li> <li>ii) <b>money</b>;</li> <li>iii) tenants' fixtures and fittings; and</li> <li>iv) software data, files and downloads stored on any computer, entertainment, audio or video equipment; in <b>your home</b></li> </ul> <p>but excluding:</p> <ul style="list-style-type: none"> <li>• <b>Contents</b> in any communal part of the <b>home</b>.</li> <li>• Vehicles and other means of transport (including escooters) that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories (other than domestic gardening equipment, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).</li> <li>• Caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.</li> <li>• Livestock or pets.</li> <li>• Landlord's fixtures and fittings.</li> <li>• Property held or used for business purposes other than <b>business equipment</b>.</li> <li>• Any part of the <b>buildings</b>.</li> <li>• Property insured under any other policy.</li> </ul>
<b>Endorsement</b>	Changes to the terms and conditions of <b>your policy</b> , which will be shown in <b>your schedule</b> .
<b>Excess</b>	The amount <b>you</b> will pay towards each separate claim.
<b>Highway Insurance Company Limited</b>	<b>Highway Insurance Company Limited</b> provide and underwrite this insurance <b>policy</b> . They are part of the Allianz Group. <b>You</b> can find out more about us at <a href="http://allianz.co.uk/brokercustomer">allianz.co.uk/brokercustomer</a> .
<b>Heave</b>	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding.

## DEFINITIONS CONTINUED

<b>High Risk Property</b>	<p>i) Jewellery, pearls, precious stones, gold, silver and other precious metals.</p> <p>ii) Works of art.</p> <p>iii) Stamp and coin collections.</p> <p>iv) Clocks and watches.</p>
<b>Home</b>	<p>The private dwelling, garage and domestic outbuildings at:</p> <p>i) The address stated on <b>your policy schedule</b>.</p> <p>ii) Any other address detailed by <b>endorsement</b>.</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>Any garage or outbuildings used in any way for business (other than clerical work by <b>you</b>) or farming purposes.</li> <li>Polytunnels and similar structures.</li> </ul>
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	Current legal tender, cheques, postal and <b>money</b> orders, postage stamps not forming part of a stamp collection, saving stamps and savings certificates, luncheon vouchers, travellers' cheques, travel tickets, premium bonds and gift tokens all held solely for private or domestic purposes but excluding digital currency.
<b>Period of Insurance</b>	The <b>period of insurance</b> stated on <b>your policy schedule</b> .
<b>Personal Property</b>	<p>Clothing, personal belongings and valuables that <b>you</b> normally wear or carry with <b>you</b></p> <p>but excluding:</p> <ul style="list-style-type: none"> <li><b>Money</b>, credit cards, securities and documents.</li> <li>Vehicles and other means of transport (including scooters) that are mechanically propelled or assisted, whether licensed for road use or not, or their parts or accessories.</li> <li>Pedal cycles, caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.</li> <li>Goods <b>you</b> use as part of <b>your</b> business or trade.</li> <li>Household goods and domestic appliances.</li> </ul>
<b>Policy</b>	The <b>policy</b> document, <b>your policy schedule</b> and any applicable <b>endorsements</b> and amendment notices that may apply.
<b>Policyholder</b>	The person(s) named as <b>policyholder on your policy schedule</b> .

## DEFINITIONS CONTINUED

<b>Repairer</b>	<b>Our</b> approved tradesperson.
<b>Schedule</b>	A printed document showing the sections of the <b>policy you</b> have chosen, the sums insured and any <b>endorsements</b> that apply to <b>your policy</b> .
<b>Settlement</b>	Downward movement as a result of the soil being compressed by the weight of the <b>buildings</b> within 10 years of construction.
<b>Statement Of Fact</b>	A statement of the information <b>you</b> supplied, which <b>we</b> use to determine whether to offer <b>you</b> a <b>policy</b> and <b>your</b> premium.
<b>Storm</b>	Wind speeds with gusts of at least 47mph/ 75kmh or torrential rainfall at a rate of at least 25mm/one inch per hour or snow to a depth of at least one foot/30cm in 24 hours or hail of such intensity that it causes damage to hard surfaces or breaks glass.
<b>Subsidence</b>	Downward movement of the ground beneath the <b>buildings</b> that is not a result of <b>settlement</b> .
<b>Unoccupied</b>	Any period when <b>your home</b> is not lived in. By lived in, <b>we</b> mean slept in for at least five consecutive nights every month, or two consecutive nights every week.
<b>We, our, us</b>	<b>Highway Insurance Company Limited.</b>
<b>You, Your</b>	i) The <b>policyholder</b> . ii) Any member of the <b>policyholder's</b> family permanently residing at <b>your home</b> .

# EXPLAINING HOW YOUR POLICY WORKS

## Endorsements

If **endorsements** apply to **your policy**, they will be listed on **your policy schedule**.

An **endorsement** changes **your policy**'s terms and conditions. Specific details can be found within the **endorsements** section of this **policy** document or will be sent to **you** separately.

## Changes in circumstances

At the start of **your** insurance, **we** provide **you** with a **statement of fact**. If any of this information changes at any time, **you** must tell **your** insurance intermediary immediately. If **you** don't tell **your** insurance intermediary of any changes this could mean **we** reduce or reject a claim or even make **your policy** invalid.

If **you** are not sure if **you** need to tell **us**, **you** can contact **your** insurance intermediary to ask.

## Type of insurance and cover

This **policy** is for a minimum of 12 months and is annually renewable. **We** will insure **you** under the sections shown on **your policy schedule** against loss, damage or liability occurring during the **period of insurance**, according to the terms and conditions of this **policy**. **We** will provide this insurance once **we** or, where applicable, **your** insurance intermediary have received and accepted **your** first premium or **your** agreement to pay **your** first premium, and any further premiums due to **us** or, where applicable, **your** insurance intermediary.

## Contract

This **policy** document, **your policy schedule**, and any applicable **endorsements** and amendment notices **we** issue to **you** at renewal, together all form the contract between **you** and **us**.

## The law

This contract will be governed under the laws of England and Wales, and any reference **we** make to specific statutes will mean the UK statute and equivalent laws in the Channel Islands or Isle of Man.

## EXPLAINING HOW YOUR POLICY WORKS CONTINUED

### How to renew your policy

At **our** discretion, **we** may offer to renew this **policy**. If **we** do **your** insurance intermediary will send details to **you** about any new conditions and the premium for the year ahead 21 days in advance of **your** cover ending.

**You** must tell **your** insurance intermediary:

- i) Of any changes to the information contained within the **statement of fact**.
- ii) If **you** want to change the way **you** pay.
- iii) If **you** do not want to renew this **policy**.

If **we** decide that **we** do not want to renew the **policy**, **your** insurance intermediary will send written notice to **you** at the most recent address known to **us** 21 days in advance of **your** cover ending.

### Cancelling your policy

#### Our cancellation rights

**We** may cancel **your policy** if there are serious grounds to do so such as, but not limited to, fraud, non-payment, failure to supply requested validation documentation (security, valuations, etc.), poor property maintenance or **you** have provided **us** with incorrect information.

Where **we** cancel **your policy we** or **your** insurance intermediary will provide **you** 14 days' prior written notice to **your** last known address unless **we** or **your** insurance intermediary are required to cancel earlier.

**We** will refund a proportion of the premium, calculated on a daily pro-rata basis equivalent to the period of unused cover, providing no claims have been made. If a claim has been made in the **period of insurance**, or there has been an incident which may lead to a claim, no refund of premium will be given and all premiums will be due from **you**.

If **we** cancel **your policy** on the grounds of fraud, cancellation may be immediate and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances.

## EXPLAINING HOW YOUR POLICY WORKS CONTINUED

### Your cancellation rights

**You** can cancel this **policy** at any time.

If **you** cancel this **policy** within 14 days of the start date or renewal date, or after **you** receive **your policy** documents, whichever is later, **we** will refund **you** for the period of unused cover.

If **you** decide **you** don't want this **policy** after 14 days of the start date or renewal date, or after **you** receive **your policy** documents, whichever is later, and **you** have not made a claim, **we** will charge **you** for the period that **we** have provided cover to **you**.

If **you** have made a claim during the **period of insurance** then **you** will have to pay the full annual premium, so **you** won't receive a refund.

# POLICY CONDITIONS

## 1. Misrepresentation & Fraud

If **you** or anyone representing **you**:

- provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms;
- provides **us** with false documents;
- makes a fraudulent payment by bank account and/or card;

We may:

- agree to amend **your policy** to record the correct information, apply any relevant **policy** terms and conditions and collect any additional premium due including any premium adjustment charge to cover our administration costs;
- reject a claim or reduce the amount of payment we make;
- cancel or avoid **your policy** (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified we will:

- not return any premium paid by **you**.
- recover from **you** any costs **we've** incurred.
- pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

## 2. Compliance with terms

**Our** liability to make payment under this **policy** will be conditional upon **your** compliance with all of the terms and conditions of this **policy**.

## 3. Sanctions

Allianz can't provide **you** with cover and won't be liable to pay any claim if doing so exposes Allianz to any sanction, prohibition or restriction under United Nations resolutions. This also includes the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. If **you** are found to be subject to, or associated with, such sanctions **we** may cancel or void **your policy** (treat it as if it never existed), including all other policies which **you** may have with **us**, and apply a cancellation charge.

## POLICY CONDITIONS CONTINUED

### 4. Other insurance

If any loss, damage or liability arising under this **policy** is also covered or covered in part by any other insurance, **we** will be liable only for **our** rateable proportion for such loss, damage or liability.

### 5. Your duty to prevent loss or damage

**You** must keep **your buildings, contents** and **personal property** in sound condition and in good repair. **You** should consult a suitably qualified expert if **you** are unsure whether or not **you** are complying with this condition.

**You** must take all practical and reasonable steps to safeguard **your buildings, contents** or property against loss or damage and to prevent accidents.

If loss or damage occurs to **your** property, **you** must promptly take all reasonable steps to prevent further loss or damage.

### 6. Your obligations when making a claim

In the event of a claim or possible claim under this **policy**, **you** must not negotiate, admit fault or make any offer, promise or payment without **our** written consent. **You** must also:

- i) Inform the police as soon as possible and obtain a crime reference number or loss report number as appropriate if the loss or damage is caused by theft or attempted theft, riot, civil commotion, strikes, labour disturbances, malicious acts, vandalism or loss of property or **money**.
- ii) Tell **us** as soon as reasonably possible and give **us** full details. In the event of loss or damage by riot, **you** must tell **us** within 30 days of the riot.
- iii) Give **us** written notice as soon as possible, but no later than seven days, after **you** know about any pending prosecution, inquest or fatal inquiry in connection with anything that occurs for which there may be liability under this **policy**.
- iv) Send **us**, as soon as reasonably possible, every relevant letter, claim, writ, summons or process. **We** will refund **your** reasonable **costs**.
- v) As soon as reasonably possible after the injury, loss or damage, provide **us** with details of the claim, including any detailed particulars, proofs or certificates, or original valuations, receipts or proofs of purchases pre-dating the loss, or other documents that **we** may reasonably require.



## POLICY CONDITIONS CONTINUED

- vi) Retain any damaged **contents** or parts of **buildings** so that **we** may inspect them.
- vii) Give **us** any information and assistance that **we** might reasonably require.

### 7. Our rights when you make a claim

- i) **We** may nominate one of **our** specialist suppliers to repair or replace the property claimed for. Where **you** prefer to use **your** own tradesperson, or **we** elect to settle the claim by cash payment, the amount **we** pay **you** will not exceed what **we** would have paid **our** supplier, except when **our** supplier is unable to repair or replace the property.
- ii) In an emergency, **we** may enter the building where the loss or damage has occurred. To safeguard the insured property against further loss or damage, **we** may take and keep possession of the insured property and dispose of any salvage. No property may be abandoned to **us**.
- iii) **We** may exercise sole control at **our** cost over dealing with any third party claim and its associated legal proceedings relevant to it. **We** will keep **you** informed of all developments.
- iv) **We** may pursue in **your** name, but for **our** benefit and at **our** cost, any claims for **damages** or other **costs**.

Please contact **your** insurance intermediary if **you** have any questions about what **we** describe in this section.

# WHAT IS NOT COVERED

**As well as the exclusions under the individual sections, the following will not be covered:**

Under this **policy**, we will not pay for:

**1. Gradual events**

Any loss, damage or liability arising from wear and tear that **you** know is happening gradually over time.

**2. Confiscation**

Loss of or damage to any property due to its confiscation, requisition or destruction by order of any government, public or local authority.

**3. Radioactive contamination**

Any loss of or damage to property, indirect loss or legal liability directly or indirectly arising from:

- i) Ionising radiations or contamination by radioactivity from any 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 nuclear component.

**4. Pollution and contamination**

Any loss, damage or liability arising from pollution or contamination unless caused by:

- i) A sudden and unforeseen and identifiable accident; or
- ii) Leakage of oil from a domestic oil installation at **your** home.

**5. War risks**

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## WHAT IS NOT COVERED CONTINUED

### 6. Existing damage

Any loss, damage, injury or accident occurring, or arising from an event, before cover commences.

### 7. Deliberate acts

Any loss, damage or liability caused on purpose by **you** or any person residing at **your home**.

### 8. Matching of items

If **you** make a claim for any damaged item that forms part of a matching set or suite or other article of uniform nature, colour or design, **we** will contribute 50% towards the cost of replacing any undamaged items which are part of the same set or suite if a repair or replacement for the damaged item is not available.

### 9. Direct loss or damage:

- i) Due to electronic failure.
- ii) Due to computer virus.
- iii) Due to electrical or mechanical breakdown.
- iv) Caused in the process of cleaning, restoration, maintenance, repair, dismantling or by dyeing.
- v) Caused by chewing, scratching, tearing or fouling by domestic pets.
- vi) Caused by scratching or denting.
- vii) Caused by vermin, insects or fungus.
- viii) Caused by rot, exposure to light or atmospheric or climatic conditions.
- ix) Arising from the cost of remaking any recorded material or the value of any information contained on it.

### 10. Indirect loss or damage

**We** will not pay for any losses that are not directly associated with the incident that caused **you** to claim, unless specifically stated in this **policy**.

### 11. Loss by deception

Apart from deception used to gain entry to **your home**.

## WHAT IS NOT COVERED CONTINUED

### 12. Defects and faults

Any direct loss or damage arising from defective design, defective materials, faulty materials, faulty workmanship or failure to follow manufacturers' instructions.

### 13. Software, data, files, downloads and mobile phone call costs

Any loss, damage or liability arising from:

- i) The erasure, distortion, mislaying or misfiling of any software, data, files and downloads.
- ii) Mobile phone call **costs**.

### 14. Loss of value and depreciation

Resulting from the repair or replacement of lost or damaged property.

### 15. Sonic bangs

Loss or damage directly caused by pressure waves from aircraft or other aerial device travelling at sonic or supersonic speeds.

### 16. Terrorism

Any loss, damage or liability arising from any act of terrorism directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with biological, chemical or nuclear pollution or contamination.

## SECTION 1 BUILDINGS

Please note that this section only applies if it is shown on **your policy schedule**.

### PART 1 – BUILDINGS.

**We** will pay up to the sum insured shown on **your policy schedule** unless **we** specify otherwise.

✓ The buildings are insured against loss or damage caused by	✗ In addition to items listed on pages 16-18 we will not pay for:
	<ul style="list-style-type: none"><li>• The <b>excess</b> shown on <b>your policy schedule</b> under paragraphs 1 to 15 and A to E of this section.</li></ul>
1. Fire, smoke, explosion, lightning or earthquake.	<ul style="list-style-type: none"><li>• Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.</li></ul>
2. Riot, civil commotion, strikes or labour disturbances	<ul style="list-style-type: none"><li>• Loss or damage occurring where <b>you</b> have:<ul style="list-style-type: none"><li>i) participated in, assisted, encouraged or facilitated the riot or spread of the riot.</li><li>ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.</li><li>iii) committed a criminal offence relating to the riot.</li></ul></li></ul>
3. Malicious acts or vandalism.	<ul style="list-style-type: none"><li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li><li>• Loss or damage caused by <b>you, your</b> domestic employees, lodgers, paying guests or tenants.</li></ul>
4a. <b>Storm.</b>	<ul style="list-style-type: none"><li>• Loss or damage to fences, gates and hedges.</li><li>• Loss or damage caused by underground water.</li></ul>

## PART 1 – BUILDINGS CONTINUED

<b>✓ The buildings are insured against loss or damage caused by</b>	<b>✗ In addition to items listed on pages 16-18 we will not pay for:</b>
4b. Flood.	<ul style="list-style-type: none"> <li>• Loss or damage to fences, gates and hedges.</li> <li>• Loss or damage caused by underground water.</li> </ul>
5. <b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand or <b>landslip</b> .	<ul style="list-style-type: none"> <li>• Loss or damage:               <ol style="list-style-type: none"> <li>i) To swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, patios, footpaths, drives, garden walls, fences, gates and hedges unless <b>your home</b> is damaged by the same cause and at the same time.</li> <li>ii) Caused by the compaction of infill.</li> <li>iii) Occurring while the <b>buildings</b> are undergoing demolition, structural alterations or structural repairs.</li> <li>iv) Caused by <b>settlement</b>.</li> <li>v) Caused by river or coastal erosion.</li> <li>vi) Arising from movement of solid floors, unless the foundations beneath the exterior walls of <b>your home</b> are damaged by the same cause and at the same time.</li> <li>vii) Arising from defective design, defective materials or faulty workmanship.</li> </ol> </li> </ul>
6. Theft or attempted theft.	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> <li>• Loss or damage caused by <b>you, your</b> domestic employees, lodgers, paying guests or tenants.</li> </ul>

## PART 1 – BUILDINGS CONTINUED

<b>✓ The buildings are insured against loss or damage caused by</b>	<b>✗ In addition to items listed on pages 16-18 we will not pay for:</b>
<p>7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.</p> <p><b>We</b> also cover the <b>costs</b> involved in tracing the source of the escape of water and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the <b>home</b> where this occurs in the course of these investigations.</p> <p><b>We</b> call this trace and access. <b>We</b> will pay up to £10,000 for trace and access for any one claim.</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> <li>• Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in <b>your home</b>. (If it is <b>accidental damage</b> and <b>you</b> have cover under paragraph 15, this would be insured subject to the exceptions and <b>excess</b> applicable to that paragraph.)</li> <li>• Loss or damage caused by the failure or lack of grout and/or sealant in <b>your home</b>.</li> <li>• Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies</li> <li>• Loss or damage caused by <b>subsidence, heave or landslip</b>.</li> </ul>
<p>8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.</p>	

## PART 1 – BUILDINGS CONTINUED

<p>✓ <b>The buildings are insured against loss or damage caused by</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>9. Leakage of oil from any fixed oil fired heating installation.</p> <p><b>We</b> also cover the <b>costs</b> involved in tracing the source of the leakage of oil and replacement or repair of any walls, floors or ceilings (including fixtures and fittings attached to them) inside the <b>home</b> where this occurs in the course of these investigations. <b>We</b> call this trace and access.</p> <p><b>We</b> will pay up to £10,000 for trace and access for any one claim</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> </ul>
<p>✓ <b>The buildings are insured against loss or damage caused by</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>10. Falling trees and branches.</p>	<ul style="list-style-type: none"> <li>• Loss or damage to trees and branches.</li> <li>• The cost of removing fallen trees or branches that have not caused damage to <b>your home</b>.</li> </ul>
<p>11. Falling aerals or their fittings.</p>	
<p>✓ <b>This section also provides insurance for the buildings against:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>12. <b>Accidental breakage</b> to underground pipes or cables serving the <b>buildings</b>.</p>	<ul style="list-style-type: none"> <li>• Damage for which <b>you</b> are not legally responsible.</li> <li>• Damage to any part of the pipe or cable above ground level.</li> <li>• Breakage to any part of the pipe, cable or drain that hasn't caused leakage or damage as a result of the breakage.</li> </ul>



## PART 1 – BUILDINGS CONTINUED

<p>✓ <b>This section also provides insurance for the buildings against:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>13. <b>Accidental breakage</b> of:</p> <ul style="list-style-type: none"> <li>i) fixed glass including ceramic hobs forming part of the <b>buildings</b>; and</li> <li>ii) fixed sanitaryware forming part of the <b>buildings</b>.</li> </ul>	<ul style="list-style-type: none"> <li>• Breakage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> </ul>
<p>14. Frost damage to any plumbed in domestic water or heating installation.</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> </ul>
<p><b>Paragraph 15 only applies if your policy schedule shows that extended accidental damage to buildings is included.</b></p>	
<p>✓ <b>The buildings are insured against:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>15. <b>Accidental damage.</b></p>	<ul style="list-style-type: none"> <li>• Damage caused by <b>settlement</b>, shrinkage or expansion of the <b>buildings</b> or the site.</li> <li>• Damage caused by water entering the <b>buildings</b>.</li> <li>• Damage caused by building alterations, renovations, extensions or repairs.</li> <li>• Damage caused by <b>your</b> lodgers, paying guests or tenants.</li> <li>• Damage from any cause described in paragraphs 1 to 14 of this section.</li> </ul>

## PART 1 – BUILDINGS CONTINUED

<p>✓ <b>We also provide cover for:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>A. Loss of rent and alternative accommodation.</p> <p>During the period <b>your home</b> is made uninhabitable by any cause covered under this section <b>we</b> will pay for:</p> <ul style="list-style-type: none"> <li>i) Loss of rent that is no longer payable to <b>you</b>.</li> <li>ii) Any ground rent which continues to be payable by <b>you</b>.</li> <li>iii) The cost of comparable alternative accommodation if <b>you</b> are the occupier, including for any domestic pets permanently living with <b>you</b>.</li> </ul> <p><b>We</b> will pay up to £200,000</p>	
<p>B. The period between exchange of contracts and completion.</p> <ul style="list-style-type: none"> <li>i) <b>You</b> will be entitled to the benefit of the cover provided by paragraphs 1 to 14 of section 1 of this <b>policy</b> between exchange of contracts and completion of the purchase provided that: <ul style="list-style-type: none"> <li>a) The <b>period of insurance</b> commences on or before completion of the purchase of the <b>buildings</b>.</li> <li>b) <b>We</b> received and accepted <b>your</b> application for insurance cover on the <b>buildings</b> prior to the date of the loss or damage.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>i) Loss or damage: <ul style="list-style-type: none"> <li>• That would be insured under any other <b>policy</b> in the absence of this cover.</li> <li>• That the seller is responsible for making good.</li> <li>• Occurring while the <b>buildings</b> are in the course of construction or undergoing demolition, structural alterations or structural repairs.</li> <li>• Occurring while the property is not fit for normal living purposes.</li> <li>• Occurring more than 90 days prior to completion of the purchase of the <b>buildings</b>.</li> </ul> </li> </ul>

**PART 1 – BUILDINGS CONTINUED**

<b>✓ We also provide cover for:</b>	<b>✗ In addition to items listed on pages 16-18 we will not pay for:</b>
<p>ii) If <b>you</b> contract to sell the <b>buildings</b>, the purchaser will be entitled to the benefit of the cover provided by part 1 of section 1 of this <b>policy</b> between exchange of contracts and completion of the sale provided that:</p> <p>a) the purchaser completes the purchase; and</p> <p>b) the <b>buildings</b> are not otherwise insured.</p>	
<p>C. Additional <b>costs</b>.</p> <p>If the following <b>costs</b> are incurred with <b>our</b> consent in making good the insured loss or damage, <b>we</b> will pay for:</p> <p>i) Architects', surveyors', consulting engineers' and legal fees.</p> <p>ii) The cost of clearing the site and making safe the damaged parts of the <b>buildings</b>.</p> <p>iii) <b>Costs</b> incurred solely because of the need to comply with any statutory requirement or local authority by-law.</p> <p>iv) The cost of making good damage to landscaped gardens caused by Fire Brigade equipment and personnel in the course of combating fire.</p>	<ul style="list-style-type: none"><li>• Fees incurred in the preparation of a claim.</li><li>• The cost of stabilising the site.</li><li>• The cost of removing trees other than as is necessary to enable repairs to be carried out.</li><li>• <b>Costs</b> arising from a notice served prior to the date of the loss or damage.</li></ul>

**PART 1 – BUILDINGS CONTINUED**

<b>✓ We also provide cover for:</b>	<b>✗ In addition to items listed on pages 16-18 we will not pay for:</b>
<p>D. Emergency access.</p> <p><b>We</b> will pay for damage to the <b>buildings</b> caused by fire, ambulance or police services if they have to make a forced entry to <b>your home</b> as a result of an emergency.</p> <p><b>We</b> will pay up to £10,000 for any one claim.</p>	
<p>E. Loss or theft of keys.</p> <p>If keys to <b>your home</b> are lost or stolen, <b>we</b> will pay for the replacement and installation of door locks for any external door of <b>your home</b>.</p> <p><b>We</b> will pay up to the <b>buildings</b> sum insured for any one claim.</p>	<p>Loss or damage that is otherwise insured.</p>

## PART 1 – BUILDINGS CONTINUED

### Claims settlement under part 1 - Buildings

1. **We** will pay the cost to **us** of any necessary replacement or repair work carried out, provided that, immediately prior to the incident giving rise to the damage, the **buildings** are in good repair.

Also see 'How to make a claim' on pages 53-55

2. **We** will either make a deduction for wear and tear from the cost to **us** of any necessary replacement or repair work or, at **our** option, pay the reduction in market value resulting from the damage, where:
  - i) replacement or repair is not carried out; or
  - ii) immediately prior to the incident giving rise to the damage, the **buildings** are not in good repair.
3. The maximum amount **we** will pay in respect of any one claim for **buildings** is the sum insured on **your policy schedule**.

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any reasonable recommendations **we** make to prevent further damage are carried out without delay.

**Please refer to the definitions on pages 6-9 for words shown in bold text.**

## PART 2 – PROPERTY OWNERS’ LIABILITY TO THIRD PARTIES

<p>✓ <b>We will cover you against liability at law for damages payable in respect of:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for liability arising from:</b></p>
<ul style="list-style-type: none"> <li>• Death or bodily injury (including disease and illness);</li> <li>• Loss of or damage to material property;</li> </ul> <p>caused by an accident occurring during the <b>period of insurance</b> and incurred by <b>you</b>:</p> <p>i) as owner of the <b>buildings</b>;</p> <p>ii) in respect of any <b>buildings</b> previously owned and occupied by <b>you</b> for residential purposes and incurred as a result of section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975.</p> <p>Section 3 of the Defective Premises Act 1972 provides that <b>you</b> are not relieved of any legal responsibility arising from work done on any building owned by <b>you</b> simply because <b>you</b> sold that building after the work was done.</p> <p>If this <b>policy</b> is cancelled when <b>you</b> sell <b>your home</b>, the cover provided by paragraph ii) above will continue for seven years from the date that cover was cancelled, provided no other <b>policy</b> covers the liability.</p>	<ul style="list-style-type: none"> <li>• Death of or bodily injury (including disease and illness) to <b>you</b> or any person employed by <b>you</b>.</li> <li>• Loss of or damage to material property belonging to <b>you</b> or under <b>your</b> charge or control.</li> <li>• <b>Your</b> business or profession, except for the letting of the <b>buildings</b> or any part of it for private residential purposes.</li> <li>• Accidents for which <b>you</b> may be responsible as occupier of the <b>buildings</b>.</li> <li>• The use or possession of lifts or mechanically propelled vehicles.</li> <li>• A contractual obligation.</li> <li>• Any incident insured by another insurance <b>policy</b> (or that would be insured if this <b>policy</b> did not exist) except for any amount over the limit the other insurer will pay (and for which payment has been agreed) under the other insurance <b>policy</b>.</li> <li>• <b>Your</b> wilful or malicious act.</li> </ul>

## CLAIMS SETTLEMENT UNDER PART 2 – PROPERTY OWNERS’ LIABILITY TO THIRD PARTIES

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is:

- £2,000,000; and
- all legal **costs** and expenses that **you** have to pay, provided they are incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives for any liability incurred by **you** and insured by this **policy**.

### Very important notice

Liability arising from incidents within the **home** and land belonging to it are, by law, nearly always the responsibility of the occupier rather than the owner. **We** do not cover **your** liability as an occupier or **your** personal liability under this section but automatically include it with **contents** cover available under section 2 of this **policy**.

**Please refer to the definitions on pages 6-9 for words shown in bold text.**

## PART 3 – HOME EMERGENCY COVER

This cover section is provided automatically when Building cover has been selected

This **policy** is underwritten by **Highway Insurance Company Limited** and administered in the UK by AWP Assistance UK Ltd trading as Allianz Assistance. AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

### Definitions that apply to section 1 part 3

#### Beyond economic repair

The point at which **our repairer** considers the repair **costs** (taking into account the parts and labour required) to be more than the value of the boiler or warm air unit. The value is based on its date of manufacture, type and make and whether or not replacement parts are still available.

**Please refer to the general definitions on pages 6-9 for all other words shown in bold text.**

### What is covered under section 1 part 3

#### We will pay for:

- Call out charges, labour and parts or materials for immediate repairs to stabilise and remove the emergency.

**We** will send a **repairer** to assess the situation and carry out emergency work arising from:

1. Burst pipes or sudden leakage.
2. Break in, attempted break in or vandalism, compromising the security of **your home**.
3. **Storm** damage causing water to enter **your home** or likely to cause further loss or damage to **your home** or its **contents**.
4. Impact damage by falling trees, or by a vehicle or a plane or aerial debris.
5.
  - i) Failure of **your** domestic water mains supply leaving **you** with no running water.
  - ii) Failure of **your** gas supply pipe leaving **you** unable to use **your** gas appliances.
  - iii) Failure of **your** domestic electricity system leaving **your home** without electricity.
  - iv) Blocked drains which leave **you** with no working toilet, sink or bath in **your home**, or where the blockage is causing water damage inside **your home**.



## PART 3 – HOME EMERGENCY COVER CONTINUED

6. i) Failure of **your** domestic hot water system.  
ii) Total failure of **your** central heating system.
7. A smashed toilet bowl or cistern, or breakage of the cistern internal mechanism that prevents flushing.
8. Sudden damage that either allows water to enter the **home**, or compromises the security of the **home**, caused by **subsidence** or **heave** or landslip breaking external windows, doors or their frames.
9. **You** being locked out of **your home**, because **your** keys have been lost, stolen or damaged or **you** are temporarily without them and unable to get hold of a spare key.

### What is not covered under section 1 part 3

In addition to items listed on pages 16-18 **we** will not pay for:

1. Circumstances already known to **you** when **you** applied for insurance or before the **period of insurance** begins.
2. Damage to **contents** of **your home**.
3. An insured event where the cost can be recovered from elsewhere, for example under another insurance **policy** or maintenance agreement.
4. Subsequent claims arising from the same cause or event where the original fault has not been properly repaired (unless the repair was carried out under the terms of this **policy** by **our** approved tradesman).
5. Any claim where Health and Safety regulations or a risk assessment that has been carried out prevent **our** authorised contractors being able to attend to the emergency or carry out work in **your home**.
6. Any deliberate act of any **insured person(s)**.
7. Any economic sanction, prohibition or restriction imposed under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union or United Kingdom which prohibits **us**, the insurer or members of the Allianz Group from providing cover under this **policy**
8. Routine day to day **home** maintenance.
9. In connection with the boiler or warm air unit:
  - i) Air locks in the central heating piping.
  - ii) Malfunctioning of the central heating wall or room thermostats.
  - iii) Failure of the central heating pump.
  - iv) Failure of zone or changeover valves.

## PART 3 – HOME EMERGENCY COVER CONTINUED

- v) Any claim involving a boiler or warm air unit with an output exceeding 170,000 BTU capacity.
  - vi) Any boiler more than 15 years old.
  - vii) Any warm air unit more than eight years old.
  - viii) Replacement of any boiler or warm air unit which is beyond economic repair.
10. The following incidents or circumstances:
- i) Breakage of internal glass or of any basin, bath, bidet or shower base.
  - ii) 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.
  - iii) The cost of effecting permanent repairs once the immediate emergency situation has been resolved, including any redecoration or making good the structure, fixtures and fittings of **your home**.

## PART 3 – HOME EMERGENCY COVER CONTINUED

### Claims settlement limit and conditions under part 3 -Home Emergency

The maximum amount **we** will pay for call out labour and parts or materials arranged by **us** and arising from any one incident is £500 (including VAT). If the work carried out exceeds this amount, **you** will be expected to pay the **repairer** promptly.

### How to get help

After checking **your** circumstances are covered, please call the 24 hour emergency helpline on: 0800 587 9842 (with **your policy** number).

**You** should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger.

Suspected gas leaks should always be reported to the National Gas emergency helpline on: 0800 111 999

Calls may be recorded and monitored.

### How to make a complaint

**Our** aim is to get it right, first time every time. If **you** have a complaint, **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm **we** have received **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If **you** have a complaint about the **Home** Emergency section, in the first instance, please contact **us** using the below:

Telephone: 020 8603 9853

Email: [customersupport@allianz-assistance.co.uk](mailto:customersupport@allianz-assistance.co.uk)

Address: Customer Service,  
Allianz Assistance,  
102 George Street,  
Croydon,  
CR9 6HD.

## PART 3 – HOME EMERGENCY COVER CONTINUED

Please supply **us** with **your** name, address, **policy** number and claim number where applicable and enclose copies of relevant correspondence as this will help **us** to deal with **your** complaint, in the shortest possible time.

**You** have the right to refer **your** complaint to the Financial Ombudsman, free of charge – but **you** must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: **financial-ombudsman.org.uk**

Telephone: 0800 0234567 or 0300 1239123

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

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

# SECTION 2 CONTENTS

Please note that this section only applies if it is shown on your policy schedule

## PART 1 – CONTENTS

We will pay up to the sum insured shown on **your policy schedule** unless we specify otherwise.

✓ The contents are insured against loss or damage caused by:	✗ In addition to items listed on pages 16-18 we will not pay for liability arising from:
	<ul style="list-style-type: none"><li>• The <b>excess</b> shown on <b>your policy schedule</b> under paragraphs 1 to 14 and A to P of this section.</li></ul>
1. Fire, smoke, explosion, lightning or earthquake.	<ul style="list-style-type: none"><li>• Loss or damage caused by tobacco burns, scorching, melting, warping or other forms of heat distortion unless accompanied by flames.</li></ul>
2. Riot, civil commotion, strikes or labour disturbances.	<ul style="list-style-type: none"><li>• Loss or damage occurring where <b>you</b> have:<ul style="list-style-type: none"><li>i) participated in, assisted, encouraged or facilitated the riot or spread of the riot.</li><li>ii) contributed, directly or indirectly, to any damage, destruction or theft of property during the riot.</li><li>iii) committed a criminal offence relating to the riot.</li></ul></li></ul>
3. Malicious acts or vandalism.	<ul style="list-style-type: none"><li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li><li>• Loss or damage caused by <b>you, your</b> domestic employees, lodgers, paying guests or tenants.</li></ul>
4a. <b>Storm</b>	<ul style="list-style-type: none"><li>• Loss or damage by underground water.</li></ul>
4b. Flood.	<ul style="list-style-type: none"><li>• Loss or damage caused by underground water.</li></ul>

## PART 1 - CONTENTS CONTINUED

<p>✓ <b>The contents are insured against loss or damage caused by:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for liability arising from:</b></p>
<p>5. <b>Subsidence</b> or <b>heave</b> of the site on which <b>your home</b> stands or <b>landslip</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused by: <ul style="list-style-type: none"> <li>i) the compaction of infill;</li> <li>ii) <b>settlement</b> of the <b>buildings</b>; or</li> <li>iii) river or coastal erosion.</li> </ul> </li> <li>• Any loss or damage arising from defective design, defective materials or faulty workmanship.</li> <li>• Loss or damage occurring while <b>your home</b> is undergoing demolition, structural alterations or structural repairs.</li> </ul>
<p>6. Theft or attempted theft. For loss or damage caused by theft or attempted theft of <b>contents</b> in any garage and domestic outbuilding <b>we</b> will pay up to £10,000</p>	<ul style="list-style-type: none"> <li>• <b>Money</b> and pedal cycles, unless force and violence is used to gain entry to <b>your home</b>.</li> <li>• Any loss or damage if <b>your home</b> or any part of it is let or lent, unless force and violence is used to gain entry to <b>your home</b>.</li> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> <li>• Loss or damage caused by <b>you, your</b> domestic employees, lodgers, paying guests or tenants.</li> </ul>

## PART 1 - CONTENTS CONTINUED

<p>✓ <b>The contents are insured against loss or damage caused by:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for liability arising from:</b></p>
<p>7. Escape of water from any washing machine, dishwasher or plumbed in domestic water or heating installation.</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> <li>• Loss or damage caused by water overflowing from wash basins, sinks, bidets, showers, and baths as a result of taps being left on in <b>your home</b>. (If it is <b>accidental damage</b> and <b>you</b> have cover under paragraph 14, this would be insured subject to the exceptions and <b>excess</b> applicable to that paragraph.)</li> <li>• Loss or damage caused by the failure or lack of grout and/or sealant in <b>your home</b>.</li> <li>• Loss or damage caused by escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul>
<p>8. Collision with any aircraft or other aerial device (or anything dropped from them) or with any vehicle or animal.</p>	
<p>9. Leakage of oil from any fixed oil fired heating installation.</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> </ul>
<p>10. Falling trees and branches.</p>	<ul style="list-style-type: none"> <li>• Loss or damage to trees and branches.</li> <li>• The cost of removing fallen trees or branches.</li> </ul>
<p>11. Falling aerals or their fittings.</p>	

## PART 1 - CONTENTS CONTINUED

<p>✓ <b>This section also provides insurance for the following contents items against:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>12. <b>Accidental damage to business equipment</b>, televisions and their aerials, digital receivers, radios, <b>computers</b> and ancillary equipment, and other audio and video equipment.</p>	<ul style="list-style-type: none"> <li>• Damage to items designed and intended to be portable (such as laptops, tablets and mobile phones), or to hand held computer equipment or hand held games consoles.</li> <li>• Damage to records, cassettes, discs or other data storage devices.</li> </ul>
<p>13. <b>Accidental breakage</b> of mirrors and glass tops to furniture and fixed glass (including ceramic hobs) in furniture.</p>	
<p><b>Paragraph 14 only applies if your policy schedule shows that extended accidental damage to contents is included.</b></p>	
<p>✓ <b>The contents are insured against:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>14. <b>Accidental damage.</b></p>	<ul style="list-style-type: none"> <li>• Damage to clothing (including furs), <b>money</b>, food and drink.</li> <li>• Damage caused during household removal.</li> <li>• Damage caused by water entering <b>your home</b>.</li> <li>• Damage caused by building alterations, renovations, extensions or repairs.</li> <li>• Damage caused by <b>your</b> lodgers, paying guests or tenants.</li> <li>• Damage from any cause described in paragraphs 1 to 11 of this section.</li> </ul>



**PART 1 - CONTENTS CONTINUED**

<b>✓ We also provide cover for:</b>	<b>✗ In addition to items listed on pages 16-18 we will not pay for:</b>
<p>A. Alternative accommodation.</p> <p>During the period <b>your home</b> is made uninhabitable following loss or damage to the <b>contents</b> by any cause covered under this section, <b>we</b> will pay for the cost of comparable alternative accommodation including for any domestic pets permanently living with <b>you</b>.</p> <p><b>We</b> will pay up to £25,000</p>	
<p>B. Loss or damage to <b>contents</b> during household removal by professional removal contractors.</p> <p>The <b>contents</b> are insured against accidental loss or damage while in transit between <b>your home</b> and <b>your</b> new permanent residence within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands by professional removal contractors.</p> <p><b>We</b> will also cover temporary storage by professional removal contractors for up to three days.</p>	<ul style="list-style-type: none"><li>• Loss of or damage to china, glass, pottery and other items of a brittle nature, unless they have been packed by professional packers.</li><li>• Loss of <b>money</b>.</li></ul>

## PART 1 - CONTENTS CONTINUED

✓ We also provide cover for:	✗ In addition to items listed on pages 16-18 we will not pay for:
<p>C. <b>Your</b> liability as a tenant.</p> <p><b>We</b> will cover <b>you</b> against <b>your</b> legal liability as a tenant for:</p> <ul style="list-style-type: none"> <li>i) Loss, damage or breakage to <b>your home</b> and to landlord's fixtures and fittings from any cause described in paragraphs 4, 6, 7, 9, 11, 12, 13 and 14 of part 1 of section 1 of this <b>policy</b>, subject to the exceptions and <b>excess</b> applicable to that paragraph.</li> <li>ii) Damage to internal decorations caused by fire or smoke.</li> </ul> <p><b>We</b> will pay up to £10,000</p>	
<p>D1 <b>Contents</b> temporarily removed from <b>your home</b> for up to 90 consecutive days.</p> <p>Provided that it is <b>your</b> intention to return the item(s) to <b>your home</b>, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to <b>contents</b>:</p> <ul style="list-style-type: none"> <li>i) In any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where <b>you</b> are living (other than while attending full time education) or employed.</li> </ul>	<ul style="list-style-type: none"> <li>• Loss or damage to pedal cycles.</li> <li>• Loss or damage to any item that has never been in <b>your home</b>.</li> <li>• Loss or damage to any item that has been away from <b>your home</b> for more than 90 consecutive days at the time of the event that caused the loss or damage.</li> <li>• Loss or damage that would be insured under any other <b>policy</b> in the absence of this cover.</li> </ul> <ul style="list-style-type: none"> <li>i) Theft of <b>money</b> unless force and violence is used to gain entry.</li> </ul>

## PART 1 - CONTENTS CONTINUED

<p>✓ <b>We also provide cover for:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>ii) Elsewhere (other than while attending full time education) in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</p> <p><b>We</b> will pay up to £15,000. <b>We</b> will pay no more than £1,000 for a single article, pair or set.</p>	<p>ii) Loss or damage:</p> <p>a) Due to <b>storm</b> or flood.</p> <p>b) Due to theft or attempted theft unless the <b>contents</b> are:</p> <ul style="list-style-type: none"> <li>– in a building or caravan and force and violence is used to gain entry; or</li> <li>– in transit to or from a bank or safe deposit.</li> </ul> <p>c) Caused by theft of <b>money</b> unless the theft is from a building or caravan where force and violence is used to gain entry.</p> <p>d) Occurring within the boundaries of the land belonging to <b>your home</b>.</p>
<p>D2 <b>Contents</b> temporarily removed from <b>your home</b> while attending full time education.</p> <p>Provided that it is <b>your</b> intention to return the item(s) to <b>your home</b>, then the insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to <b>contents</b> in any building in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands where <b>you</b> are living while attending full time education.</p> <p><b>We</b> will pay up to £5,000 in total and up to £1,000 for a single article, pair or set.</p>	<ul style="list-style-type: none"> <li>• Loss or damage: <ul style="list-style-type: none"> <li>– To pedal cycles.</li> <li>– To any item(s) that has never been in <b>your home</b>.</li> <li>– That would be insured under any other <b>policy</b> in the absence of this cover.</li> <li>– Due to theft unless force and violence is used to gain entry to the building.</li> <li>– While the <b>contents</b> are being worn, moved or carried.</li> </ul> </li> </ul>

## PART 1 - CONTENTS CONTINUED

<p>✓ <b>We also provide cover for:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>E. <b>Contents</b> in the garden.</p> <p>The insurance provided by paragraphs 1 to 3 and 5 to 11 of this section also covers loss or damage to <b>contents</b> outside the <b>home</b> but within the boundaries of the land belonging to <b>your home</b>.</p> <p><b>We</b> will pay up to the £1,000</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> <li>• Loss or damage caused by <b>storm</b> or flood.</li> <li>• Loss or damage to pedal cycles.</li> <li>• Theft of <b>money</b>.</li> <li>• Theft or attempted theft from any unattended vehicle.</li> <li>• Loss or damage to <b>high risk property</b>.</li> </ul>
<p>F. Loss or theft of keys.</p> <p>If keys to <b>your home</b> are lost or stolen, <b>we</b> will pay for the replacement and installation of door locks for any external door of <b>your home</b>.</p> <p><b>We</b> will pay up to the <b>contents</b> sum insured.</p>	
<p>G. Personal assault.</p> <p><b>We</b> will pay <b>you</b> or <b>your</b> personal representatives £10,000 if <b>you</b> die within 60 days as a direct result of injuries received:</p> <ol style="list-style-type: none"> <li>In <b>your home</b> caused by thieves.</li> <li>Due to robbery or hold up (whether attempted or otherwise) elsewhere in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.</li> </ol> <p><b>We</b> will also pay up to a maximum of £100 for theft of <b>money</b> from <b>you</b> due to robbery or hold up occurring away from <b>your home</b>.</p>	<ul style="list-style-type: none"> <li>• Theft of <b>money</b> held or used for business purposes.</li> </ul>



## PART 1 - CONTENTS CONTINUED

<p>✓ <b>We also provide cover for:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b></p>
<p>H. Freezer <b>contents</b>.</p> <p><b>We</b> will pay for food in a freezer cabinet or freezer compartment of a refrigerator at <b>your home</b> made unfit for human consumption due to:</p> <ul style="list-style-type: none"> <li>i) A rise or fall in temperature.</li> <li>ii) Contamination by refrigerant or refrigerant fumes.</li> </ul> <p><b>We</b> will pay up to the <b>contents</b> sum insure</p>	<ul style="list-style-type: none"> <li>• Loss of or damage to food if the freezer cabinet or refrigerator is more than 15 years old.</li> <li>• Loss of or damage to food held or used for business purposes.</li> <li>• Loss or damage due to the power supply authority deliberately cutting or reducing the supply to <b>your home</b>.</li> </ul>
<p>I. Credit cards.</p> <p><b>We</b> will pay for loss from fraudulent use of <b>your</b> credit or debit cards (all held solely for private or domestic purposes) by unauthorised persons.</p> <p><b>We</b> will pay up to £5,000.</p>	<ul style="list-style-type: none"> <li>• Loss unless <b>you</b> have complied with all <b>your</b> credit cards' terms and conditions.</li> </ul>
<p>J. Oil and metered water.</p> <p><b>We</b> will pay for loss of oil or metered water following <b>accidental damage</b> to <b>your</b> domestic water or heating installations.</p> <p><b>We</b> will pay up to the <b>contents</b> sum insure</p>	<ul style="list-style-type: none"> <li>• Loss or damage when <b>your home</b> is <b>unoccupied</b> for more than 60 days in a row.</li> </ul>
<p>K. Jury service.</p> <p><b>We</b> will pay for expenses or loss of earnings as a result of <b>you</b> being called for jury service.</p> <p><b>We</b> will pay up to £50 per day up to a maximum of £2,000</p>	<ul style="list-style-type: none"> <li>• The first seven days of any period of jury service.</li> <li>• Expenses or earnings that can be recovered from any other source.</li> </ul>

**PART 1 - CONTENTS CONTINUED**

<b>✓ We also provide cover for:</b>	<b>✗ In addition to items listed on pages 16-18 we will not pay for:</b>
<p>L. Special events.</p> <p>For one month before and one month after a special event or religious festival where the value of <b>contents</b> owned by <b>you</b> is increased due to purchases related to the special event or religious festival, the <b>contents</b> sum insured recorded on <b>your policy schedule</b> is increased by 10%.</p>	
<p>M. New purchases.</p> <p>The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to any single article, pair or set of <b>high risk property</b> that <b>you</b> have not previously told <b>us</b> about, up to a maximum of £2,500 occurring within 30 days of purchase.</p>	<ul style="list-style-type: none"><li>• Loss or damage to articles for which <b>you</b> do not have proof of the date of purchase.</li></ul>
<p>N. Reinstatement of documents.</p> <p><b>We</b> will pay the cost of preparing new title deeds to <b>your home</b>, bonds or securities if they are lost or damaged by any cause described in paragraphs 1 to 11 and (if applicable) paragraph 14 of part 1 of section 2 of this <b>policy</b> while in <b>your home</b> or while kept in <b>your</b> bank, building society or solicitor's office.</p> <p><b>We</b> will pay up to the <b>contents</b> sum insured"</p>	<ul style="list-style-type: none"><li>• Negotiable bonds or securities.</li></ul>

**PART 1 - CONTENTS CONTINUED**

 <b>We also provide cover for:</b>	 <b>In addition to items listed on pages 16-18 we will not pay for:</b>
<p>O. Plants in the garden.</p> <p>The insurance provided by paragraphs 1, 2, 3, 6 and 8 of this section also covers loss of flowers, plants, shrubs or trees all in pots or containers outside the <b>home</b> but within the boundaries of the land belonging to <b>your home</b>.</p> <p><b>We will pay up to £1,000.</b></p>	
<p>P. Visitors' personal effects.</p> <p>The insurance provided by paragraphs 1 to 11 of this section also covers loss or damage to <b>your</b> visitors' clothing and personal belongings whilst in <b>your home</b>.</p> <p><b>We will pay up to £1,000.</b></p>	<ul style="list-style-type: none"><li>• Loss or damage that would be insured under any other <b>policy</b> in the absence of this cover.</li><li>• <b>Money</b>, credit cards, securities and documents.</li><li>• Vehicles, pedal cycles, escooters, other means of transport, caravans, trailers, aircraft, drones, hovercraft, boats or their parts or accessories.</li><li>• Property held or used for business or trade.</li></ul>

# PART 1 - CONTENTS CONTINUED

## Claims settlement under part 1 - Contents

1. **We** will at **our** option:
- i) replace as new;
  - ii) pay the cost to **us** of replacing as new;
  - iii) repair; or
  - iv) pay the cost to **us** to repair;
- any item of **contents** (except for clothing more than two years old).

Also see 'How to make a claim' on page 53.

2. **We** will make a deduction for wear and tear from the cost to **us** of replacement or repair if clothing more than two years old is stolen or damaged.
3. The maximum amount **we** will pay in respect of any one claim for the following is:

<b>i) Contents</b>	£100,000
<b>ii) High risk property</b>	a) In total, £40,000 b) For a single article, pair or set, £5,000
<b>iii) Business equipment</b>	a) In total £10,000 b) For a single article, pair or set £3,500
<b>iv) Money</b>	£500
<b>v) External satellite equipment</b>	Up to the <b>contents</b> sum insured

**We will not reduce the sum insured following a payment of a claim, provided that all damage is made good without delay and any reasonable recommendations we make to prevent further loss or damage are carried out without delay.**



## PART 2 – OCCUPIERS’ LIABILITY TO THIRD PARTIES

<p>✓ <b>We will cover you against liability at law for damages payable in respect of:</b></p>	<p>✗ <b>In addition to items listed on pages 16-18 we will not pay for liability arising from:</b></p>
<ul style="list-style-type: none"> <li>• Death or bodily injury (including disease and illness);</li> <li>• Loss of or damage to material property;</li> </ul> <p>caused by an accident occurring during the <b>period of insurance</b> incurred by <b>you</b>:</p> <p>i) As occupier of:</p> <ul style="list-style-type: none"> <li>– <b>Your home.</b></li> <li>– Land belonging to <b>your home</b>.</li> <li>– Any residential premises temporarily occupied for private purposes for no more than 30 days in any one <b>period of insurance</b>.</li> </ul> <p>ii) As an employer of employees involved in domestic duties at <b>your home</b>.</p> <p>iii) As a private individual anywhere in the world but not as the occupier or owner of any premises or land or as the employer of any employee.</p>	<ul style="list-style-type: none"> <li>• The transmission of any contagious disease by <b>you</b>.</li> <li>• Death of or bodily injury (including disease and illness) to <b>you</b>.</li> <li>• Loss of or damage to material property belonging to <b>you</b> or under <b>your</b> charge or control.</li> <li>• Any incident arising out of the ownership, custody or control of any horse, dog or pet if insured by any other <b>policy</b>.</li> <li>• Death or bodily injury (including disease or illness) and loss or damage to property arising out of ownership, custody or control by <b>you</b> or on <b>your</b> behalf of a dog type specified in section 1 of the Dangerous Dogs Act 1991 (or designated for the purposes of that section by an order of the Secretary of State) or in the Dangerous Dogs (Northern Ireland) Order 1991.</li> <li>• Death of or bodily injury to any employee arising out of: <ul style="list-style-type: none"> <li>i) being carried in or upon a vehicle, or</li> <li>ii) entering, getting onto or leaving a vehicle,</li> </ul> <p>in circumstances where any road traffic legislation requires insurance or security.</p> </li> <li>• <b>Your</b> wilful act, including but not limited to any assault or alleged assault.</li> <li>• <b>Your</b> business or profession.</li> </ul>

# **PART 2 – OCCUPIERS’ LIABILITY TO THIRD PARTIES** **CONTINUED**

<p>✓ We will cover you against liability at law for damages payable in respect of:</p>	<p>✗ In addition to items listed on pages 16-18 we will not pay for liability arising from:</p> <ul style="list-style-type: none"> <li>• The ownership of any land or building including the <b>home</b>.</li> <li>• A contractual obligation.</li> <li>• The ownership, use or possession of:               <ul style="list-style-type: none"> <li>i) Vehicles and other means of transport (including escooters) that are mechanically propelled or assisted whether licensed for road use or not (other than domestic gardening implements used within the boundary of the land belonging to <b>your home</b>, mobility carriages, electric wheelchairs and electrically assisted pedal cycles that are not required to be licensed if used on a public road).</li> <li>ii) Aircraft, drones, hovercraft, lifts (other than a stair lift) or water craft (other than hand-propelled water craft).</li> <li>iii) Any trailer, horse box or caravan (other than occupiers’ liability arising from a static caravan rented and temporarily lived in by <b>you</b>).</li> </ul> </li> <li>• The use of firearms other than sporting guns used for sporting purposes.</li> <li>• Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to <b>you</b> or under <b>your</b> charge or control.</li> </ul>
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## **PART 2 – OCCUPIERS’ LIABILITY TO THIRD PARTIES**

### **CONTINUED**

#### **Claims settlement under part 2 - Occupiers’ liability to third parties**

##### **Occupiers’ and private individuals’ liability to third parties**

The maximum amount **we** will pay for any one claim or number of claims arising out of any one incident is: £2,000,000; and

- all legal **costs** and expenses that **you** have to pay, provided they are incurred with **our** written consent.

##### **Employers’ liability**

If the incident involves injury (including disease and illness) to a person working for **you** under a contract of service or apprenticeship and injury arises out of and in the course of such service or apprenticeship:



- The maximum amount **we** will pay is £5,000,000 in respect of any one claim or number of claims arising out of any one incident. The limit includes any claimants’ **costs** and expenses and all other **costs** and expenses incurred with **our** written consent.

If **you** die, **we** will cover **your** personal representatives against liability incurred by **you** and insured by this **policy**.

## SECTION 3 PERSONAL POSSESSIONS

Please note that this section only applies if it is shown on your policy schedule

At renewal **we** will adjust **your** sums insured under items 1, 3 and 4 of section 3 in line with the Retail Price Index published by the National Statistics office. If this index ceases to be published, **we** will use a suitable alternative index.

 <b>If the item is shown on your policy schedule we will pay for:</b>	 <b>In addition to items listed on pages 16-18 we will not pay for:</b>
<p>Item 1 – loss of or damage to <b>your personal property</b>.  <b>We</b> will pay the sum insured on <b>your policy schedule</b> (subject to inflation protection) and up to £5,000 for a single article, pair or set.</p>	<ul style="list-style-type: none"> <li>• Loss or damage to property specifically insured under item 4 of this section.</li> </ul>
<p>Item 2 – loss of <b>your money</b>.  <b>We</b> will pay up to the sum insured on <b>your policy schedule</b>.</p>	<ul style="list-style-type: none"> <li>• Loss due to error, omission or depreciation in value.</li> </ul>
<p>Item 3 – loss of or damage to <b>your</b> pedal cycles and accessories on them (including electrically assisted pedal cycles that are not required to be licensed if used on a public road).  This cover is automatically included if Item 1 <b>personal property</b> has been selected and is subject limit of £1,500 per cycle, unless specified on <b>your policy schedule</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or damage if the pedal cycle is being used for racing.</li> <li>• Theft or attempted theft of a pedal cycle unless at the time of loss or damage it was: <ul style="list-style-type: none"> <li>i) in <b>your</b> immediate custody or control; or</li> <li>ii) securely locked to an object that cannot be moved; or</li> <li>iii) in a locked building.</li> </ul> </li> <li>• Theft of pedal cycle accessories unless: <ul style="list-style-type: none"> <li>i) the pedal cycle is stolen at the same time; and</li> <li>ii) the theft of the pedal cycle is covered under this section.</li> </ul> </li> </ul>

# SECTION 3 PERSONAL POSSESSIONS CONTINUED

Item 4 – loss of or damage to articles specified on <b>your policy schedule</b> . <b>We</b> will pay up to the sum insured on <b>your policy schedule</b> (subject to inflation protection).	
✓ <b>We also provide cover for:</b>	✗ <b>In addition to items listed on pages 16-18 we will not pay for:</b>
<b>New purchases.</b> The insurance provided by item 4 of this section also covers loss or damage to any single article, pair or set of <b>high risk property</b> that <b>you</b> have not previously told <b>us</b> about, up to a maximum of £2,500 occurring within 30 days of purchase.	<ul style="list-style-type: none"><li>• Loss or damage to articles for which <b>you</b> do not have proof of the date of purchase.</li></ul>

✗ **For items 1-4 in this section and in addition to items listed on pages 16-18, we will not pay for the following:**

- The **excess** shown on **your policy schedule** under this section.
- More than £2,000 in total in respect of any one loss from an unattended vehicle under items 1, 2, 3 and 4.
- Loss or damage caused by theft or attempted theft from any unattended vehicle unless:
  - i) All windows and sunroofs are securely closed and all doors and the boot are locked.
  - ii) The property is completely concealed within the vehicle in a glove compartment, locked luggage compartment or locked boot.
- Loss of or damage to:
  - i) Personal property, money or pedal cycles held or used for business purposes.
  - ii) Sports equipment while in use.
  - iii) Remote controlled models while in operation.
  - iv) Musical instruments involving only loss of tone, breakage of strings or breakage of drum skins.

## SECTION 3 PERSONAL POSSESSIONS CONTINUED

- Breakage of articles of a brittle nature unless specified under item 4 of section 3.
- Loss of or damage to **business equipment** unless specified under item 4 of section 3.
- Theft or malicious damage caused by **you, your** domestic employees, lodgers, paying guests or tenants.

### Claims settlement under section 3 - Personal possessions

1. **We** will at our option:

- i) replace as new;
- ii) pay the cost to **us** of replacing as new;
- iii) repair; or
- iv) pay the cost to **us** to repair;

any article insured under items 1, 3 or 4 of this section without deduction for wear and tear. For clothing more than two years old insured under item 1, a deduction will be made for wear and tear.

Also see 'How to make a claim' on page 53.

**Please refer to the definitions on pages 6-9 for words shown in bold text.**

# HOW TO MAKE A CLAIM

## SECTIONS 1-3 – Buildings, Contents & Personal Possessions

HOME INSURANCE Please call us on 0330 678 5014 or contact **your** insurance intermediary.

HOME EMERGENCY (provided **you** have selected **buildings** cover)

0800 587 9842 (24 hour) – for Home Emergency Claims see part 3 of section 1.

Calls may be recorded and monitored. Call charges will vary.

**We** understand how distressing loss or damage to **your home** can be. When things go wrong, **we** are ready and waiting to put them right as quickly and efficiently as possible.

**You** should always immediately contact the emergency services or the public supply authority if there is an emergency that could result in serious damage or danger. Suspected gas leaks should always be reported to the National Gas Emergency Helpline on 0800 111 999.

### Step 1: Report to the police (if applicable)

It is a condition of **your policy** that **you** report the following to the police as soon as possible, and get a crime reference number or loss report number:

- Theft, attempted theft or loss of property.
- Any loss or damage caused by malicious acts, vandalism, riot, civil commotion, strikes or labour disturbances.

### Step 2 : Check whether you are covered

- Check **your policy schedule**, which lists the sections of cover **you** have chosen and any **endorsements** and **excesses** that apply.
- Refer to **your policy** document, particularly the section relevant to **your** claim. Please check:
  - Details of what **your policy** does and does not cover.
  - ‘Claims **settlement**’ at the end of each section – this tells **you** about any conditions that may affect the amount of any claim **settlement**.
  - Any **policy** conditions that apply on pages 13-15.

## HOW TO MAKE A CLAIM CONTINUED

### Step 3: Gather your information

To help **us** process **your** claim quickly, it helps if **you** have the following information to hand:

- **Your policy** number.
- The date and time of the loss or damage.
- The police loss report number or crime reference number (if applicable).

**We** may request more information such as:

- The date and place of purchase, plus receipts, invoices, instruction booklets, valuations or photographs.
- The location of the property when it was lost or damaged.
- For damaged property, confirmation from a suitably qualified tradesperson of the cause of damage and whether or not the item can be economically repaired.

**We** may not meet **your** claim, or **settlement** may be reduced, if **you** do not provide these details or if **you** do not tell **us** about the loss or damage as soon as reasonably possible.

Sometimes **we**, or an expert **we** appoint, may wish to meet **you** to discuss the claim, inspect the damage, or carry out further enquiries.

Make sure **you** do not throw away damaged **contents**. Store them in a dry place, as **you** will need them to support **your** claim.

### Step 4: Make a claim

For **home** insurance claims, call **us** on 0330 678 5014 or contact **your** insurance intermediary.



## HOW TO MAKE A CLAIM CONTINUED

### Step 5: What happens next?

- If **your** claim is accepted, **we** will agree actions on the initial call and keep in touch by phone to let **you** know what's happening.
- **We** may appoint a specialist to visit **you**, in which case **we** will let **you** know.
- Complicated claims, such as those for **subsidence**, may take longer than others to complete. If that's the case **we** will give **you** the name of a personal contact who'll keep **you** informed about progress.
- **We** may offer repair or replacement through **our** approved suppliers. If **you** prefer to use **your** own tradesperson, or receive a cash **settlement** for replacement goods instead, **we** will need to agree this with **you** beforehand. Any payment will generally not exceed the discounted amount **we** would have paid to **our** chosen supplier.
- **We** may refuse to agree **costs** that are incurred by **you** before **our** agreed consent is given or for damaged items that are disposed of before inspection.
- **We** try to make the claims process as sustainable as possible and will repair **your** property wherever it makes economic and environmental sense to do so.

### Financial service compensation scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. Whether or not **you** are able to claim and how much **you** may be entitled to will depend on the specific circumstances at the time.

For further information about the scheme please visit the **FSCS at [fscs.org.uk](https://www.fscs.org.uk)** or call them on 0800 678 1100.

## SECTION 4 LEGAL EXPENSES INSURANCE

Please note that this section only applies if it is shown on your policy schedule. Please refer to the meaning of words on pages 61-63 for words shown in bold text. Claims under this section are managed on our behalf by Lawclub Legal Protection.

**Cover under this section only applies where shown in your schedule.**

All claims under this section are managed by Lawclub on **our** behalf. If **you** want to make a claim under this section **you** should telephone 0330 678 5651 (Lines open 24 hours, 7 days a week). Lawclub also provide the Lawphone Legal Helpline.

### **Lawphone legal helpline**

**Your** Legal Expenses Insurance includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice **you** get from Lawphone will always be according to the Laws of Great Britain and Northern Ireland. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

**Lawphone: 0330 678 5651**

**(Lines open 24 hours, 7 days a week)**

When **you** call Lawphone quote the following policy reference: MP36908. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

## HOW TO MAKE A CLAIM

If **you** need to make a claim call Lawphone on 0330 678 5651 (Lines open 24 hours, 7 days a week) and quote the **policy** reference which is shown under the Legal Expenses section on **your schedule**. **You** will be asked for a brief summary of the problem and these details will be passed onto an advisor who will call **you** back.

**We** will tell **you** if **we** need **you** to complete a claim form. If **we** do, **we** will send it to **you**. Please fill the claim form in and send it to:

The Claims Department  
Lawclub – ALP  
PO Box 10623  
Wigston  
LE18 9HJ

**We** will contact **you** once **we** have received the claim form.

If **your** claim is covered **we** will appoint the **legal representative** that **we** have agreed to in **your** name and on **your** behalf. **You** must not appoint a solicitor or any other person or organisation to deal with **your** claim.

If **you** have already seen a solicitor before **we** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** from the time **we** have accepted **your** claim and appointed the **legal representative**.

Please see Condition 4 Freedom to choose the **legal representative** of Conditions that apply to Events 1, 2, 3, 4, 5, 6 and 7 of this section for an explanation of when **you** can choose the **legal representative**.

## HOW TO MAKE A CLAIM CONTINUED

### Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist in order for **us** to begin, and continue, providing cover under this section.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** are unable to agree with the **legal representative** on whether **reasonable prospects of success** exist, **we** will seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult in order to make **our** decision.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c, 1d or 1e of Conditions that apply to Events 1, 2, 3, 4, 5, 6 and 7 of this section, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

## HOW TO MAKE A COMPLAINT

**Our** aim is to get it right, first time every time. If **you** have a complaint **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm **we** have received **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If **you** have a complaint about the Legal Expenses section, please contact **our** Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Lawclub – ALP  
PO Box 10623  
Wigston  
LE18 9HJ

Tel: 0330 678 5651 (Line open 9am to 5pm, Monday to Friday excluding Bank Holidays)

Email: [alpcomplaints@allianz.co.uk](mailto:alpcomplaints@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

## HOW TO MAKE A COMPLAINT CONTINUED

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: **[financial-ombudsman.org.uk](https://financial-ombudsman.org.uk)**

Telephone: 0800 0234567 or 0300 1239123

Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

## THE MEANING OF WORDS

Some of the words in this section have specific meanings. They have the same meaning wherever they appear in bold text throughout this section.

**Civil case** – A legal action which does not involve the defence of any criminal prosecution against **you**.

**Costs** – Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates issued by the Senior Court **Costs** Office, which **you** cannot recover from **your** opponent.
- **Employment tribunal** fees under Event 4 **Employment tribunal** disputes that **you** have to pay and which cannot be recovered from **your** opponent.
- **Your** opponent's legal **costs** and expenses incurred in a **civil case** which **you** are ordered to pay by a court or **employment tribunal**, or which **you** pay to **your** opponent with **our** written agreement.

**We** will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with Condition 3f of Conditions that apply to Events 1, 2, 3, 4, 5 and 6 of this section.

**We** will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

**Damages** – **Money** that a court or **employment tribunal** says **your** opponent must pay to **you** or **money** **your** opponent agrees to pay to **you** to settle **your** legal action.

**Employment tribunal** – An independent judicial body that has been established to resolve disputes between **you** and **your** employer over **your** employment rights.

**Employment tribunal fees** – **Money** that **you** must pay, or **your legal representative** must pay on **your** behalf, in order to take **your** dispute with **your** employer to an **employment tribunal**.

**Endorsement** – Changes to the terms and conditions of **your policy** which will be shown in **your schedule**.

## THE MEANING OF WORDS CONTINUED

**HMRC** – HM Revenue & Customs.

**Home** – The private residence that **you** permanently live in, as shown in **your** current household **schedule**.

**Legal representative** – The solicitor or other person appointed with **our** agreement to represent **you** under the terms of this section.

**Partner** – Someone **you** are married to or live with as if **you** are married.

**Period of insurance** – The period **you** are covered as shown on **your schedule**.

**Reasonable Prospects of Success** – There are **reasonable prospects of success** if, at all times during **your** legal action against **your** opponent or dispute arising from an **HMRC** enquiry, it is more likely than not that:

- a court or **employment tribunal** would:
  - i) decide the legal action under Events 1, 2, 3, 4, 5 or 6 in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
  - ii) award **you** a more favourable **settlement** than has already been offered by **your** opponent;
- **you** will be successful in resolving, in **your** favour, the dispute arising from the **HMRC** enquiry under Event 7; and
- if **you** are seeking **damages** from **your** opponent, **you** will recover them.

**We** explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about **reasonable prospects of success**' in this section.

**Schedule** – A printed document showing the sections of the **policy** **you** have chosen, the sums insured or limits of indemnity and any **endorsements** that apply to **your policy**.

**Standard basis** – The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

**Tax avoidance scheme** – Any matter which is notifiable to **HMRC** under the regulations for Disclosure of **Tax Avoidance Schemes** (DOTAS).



## THE MEANING OF WORDS CONTINUED

**Territorial limit** – The **territorial limit** for Event 1 Personal injury is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

The **territorial limit** for Event 2 Clinical negligence disputes, Event 3 Consumer contract, Event 4 Employment Contract Disputes, Event 5 Property Disputes, Event 6 Property Damage and Event 7 Tax Investigations is Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

**We, Us, Our** – **Highway Insurance Company Limited** trading as Highway Insurance. Lawclub Legal Protection, who handle claims under the Legal Expenses section and whose trading address is 2520 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW.

**You, your** – The person named as the **policyholder** in the **schedule**, their **partner** and members of their family permanently living with them, during the **period of insurance** at their **home** at the address shown in the **schedule**.

## COVER PROVIDED

This section provides the cover and telephone helplines described under Events 1 to 7. In addition to the terms described for each Event, the General exclusions and the General conditions apply to all Events under this section.

### Event 1 – Personal injury

#### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** opponent arising from an event that **we** and the **legal representative** agree is not **your** fault and which causes **your** death or bodily injury.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- the event happens within the **territorial limit** and during the period of insurance; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from **your** death or bodily injury is £100,000.

#### What is not covered

1. Any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)
2. Any claim arising from **you** driving a motor vehicle.
3. Any claim arising from medical treatment.

## COVER PROVIDED CONTINUED

### Event 2 – Clinical negligence disputes

#### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** opponent arising from:

- medical treatment or care received by **you**; or
- the failure to provide **you** with adequate medical treatment or care which causes **your** death or bodily injury.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- the medical treatment, series of medical treatments, care or failure to provide adequate treatment or care first occurred during the **period of insurance** and took place within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising out of the same treatment or care, or failure to provide adequate treatment or care, which leads to **your** death or bodily injury is £100,000.

#### What is not covered

- We will not provide cover for any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)

## COVER PROVIDED CONTINUED

### Event 3 – Consumer contract

#### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** opponent, or defending legal action taken against **you** by **your** opponent, in a dispute arising from a breach of a contract **you** have for:

- buying, selling or renting goods; or
- buying services; or
- buying or selling **your home**.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**; and
- the dispute, or series of events leading to the dispute, first occurred during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute under **your** contract is £100,000.

#### What is not covered

1. Any dispute which starts within three months of the date **you** first take out this section, unless the claim is for goods or services **you** bought after **you** first take out this section. (This does not apply if **you** had the same cover under another **policy** up to the date **you** first take out this section.)
2. Disputes for amounts less than £100.
3. Anything to do with motor vehicles or their parts and accessories.
4. Anything to do with building, converting or extending **your home**, or any other property that **you** own.
5. Anything to do with work carried out on any land or **buildings** that are not **your** permanent **home**.

## COVER PROVIDED CONTINUED

6. Any dispute over the amount of **money** or other compensation due under an insurance **policy**.
7. Any dispute arising from a contract **you** have for any:
  - i) pension, savings or investments of any kind; or
  - ii) loan, mortgage or other borrowing; or
  - iii) other arrangement **you** have with a bank, building society or credit provider.
8. Any dispute arising from the buying or selling of any land or property that is not part of **your home** (this does not apply if the dispute is to do with services **you** have bought which relate to the buying or selling of that land or property).
9. Any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.
10. Anything to do with a contract for **your** business activities.
11. Any dispute with any local authority, public authority or any government department.
12. Any dispute arising from an application for planning permission in respect of **your home** or any other land or property that **you** own.

### Event 4 – Employment contract disputes

#### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** employer in a dispute arising from a breach of **your** contract of full-time employment or permanent part-time employment (this includes the breach of any legal rights **you** have relating to **your** contract of employment). The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by an **employment tribunal** in respect of **your** legal action.

**We** will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**; and
- the dispute, or series of events leading to the dispute, first occurred during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and

## COVER PROVIDED CONTINUED

- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by an **employment tribunal** in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute under **your** contract of employment is £100,000.

### What is not covered

1. Any **costs** or expenses that **you** incur in relation to any disciplinary action, grievance hearing or investigation by **your** employer arising out of **your** contract of employment.
2. Any **costs** or expenses that **you** incur in relation to any compromise or **settlement** agreement to do with the way **your** contract of employment is ended.
3. Any dispute which starts in the first **period of insurance** if that dispute arises from a verbal or written warning **you** were given in the six months leading up to the date **you** first take out this section. (This does not apply if **you** had the same cover under another **policy** up to the date **you** first take out this section.)
4. Anything to do with subcontracting or a contract for services if **you** are self-employed.
5. Any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if **your** dispute with **your** employer is to do with discrimination against **you**.)
6. Any dispute which is only about the amount of redundancy pay.

## COVER PROVIDED CONTINUED

### Event 5 – Property Disputes

#### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** opponent in a dispute arising from a breach of **your** legal rights to do with owning or using **your home**.

The cover provided by this event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute to do with **your home** is £100,000.

#### What is not covered

**We** will not provide cover for the following.

- Any dispute relating to any land or building that is not **your home**.
- Any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.
- Any dispute with any local authority, public authority or any government department.
- Any dispute arising from an application for planning permission.
- Any dispute relating to physical damage to **your home** or property which **you** own or are legally responsible for and which is in or on **your home**.

### Event 6 – Property damage

#### What is covered

**We** will pay the **costs** of **you** taking legal action against **your** opponent in a dispute arising from an event which causes any of the following.

- Physical damage to **your home**.
- Physical damage to property which **you** own or are legally responsible for, and which is in or on **your home**.

## COVER PROVIDED CONTINUED

The cover provided by this Section also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

**We** will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute following damage to **your home** or property is £100,000.

### What is not covered

**We** will not provide cover for the following.

1. Any dispute with any local authority, public authority or any government department.
2. Any dispute relating to any land or building that is not **your home**.
3. Property damage caused by mining or **subsidence** (**subsidence** means the downward movement of the ground beneath **your home**, except where the damage is caused by the **settlement** of made up ground or by **your home** bedding down within 10 years of construction).
4. Property damage arising from any contract **you** have with another person or organisation.
5. Property damage arising from **you** driving or using a motor vehicle.

## Event 7 – Tax Investigations

### What is covered

**We** will pay the **costs we** have agreed to of representing **you** in a formal enquiry by **HMRC** under Section 9A of the Taxes Management Act 1970 which examines **your** self-assessment tax return declarations relating to:

- **your** wages, salary or pension;
- income or gains **you** receive on investments in the United Kingdom, providing that the gains do not relate to **your** business and that the income is not **your** main source of income.



## COVER PROVIDED CONTINUED

**We** will provide this cover as long as:

- **you** have kept accurate records in accordance with any relevant tax requirements; and
- all relevant tax returns are complete and have been filed on time; and
- **reasonable prospects of success** exist in any dispute arising from an enquiry by **HMRC**.

The most **we** will pay for all claims arising from the same enquiry is £100,000.

### What is not covered

**We** will not provide cover for any enquiry by **HMRC** relating to:

1. the tax compliance of any business entity, unless it relates only to the personal tax **you** must pay on **your** wages or salary received as an employee;
2. any alleged or suspected tax fraud or criminal matters;
3. any income earned by **you** as a self-employed person;
4. where the enquiry happens only because **you** have been investigated before;
5. any enquiry carried out by **HMRC** Specialist Investigations, or **HMRC** Criminal Investigations, or carried out under Codes of Practice 8 or 9;
6. a **Tax Avoidance Scheme**;
7. IR35 legislation;
8. provisional entries in **your** returns;
9. any enquiry into any of **your** earlier self-assessment tax return declarations undertaken in accordance with **HMRC** discovery powers under Section 29 of the Taxes Management Act 1970.

# GENERAL EXCLUSIONS

In addition to the exclusions described in 'What is not covered' by each Event, **we** will not provide cover under any of Events 1, 2, 3, 4, 5, 6 and 7 for the following.

1. Any **costs**:
  - a. incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;
  - b. **we** have not agreed to in writing;
  - c. **you** have paid directly to the **legal representative** or any other person without **our** permission;
  - d. relating to an appeal following a decision by a court or **employment tribunal** in respect of **your** legal action unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;
  - e. that the court orders **you** to pay to **your** opponent on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during **your** legal action.
2. Any **money** that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that **money** is determined by the amount of:
  - a. legal **costs** and expenses incurred by the **legal representative** in respect of **your** claim; or
  - b. **damages you** receive from **your** opponent.

These types of contracts are often referred to as conditional fee agreements or **damages-based** agreements.
3. Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
4. Any fines or other penalties awarded against **you** by a court or **employment tribunal**.
5. Disputes between **you** and:
  - a. any other person covered by this section; or
  - b. someone **you** live with or have lived with.
6. Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.

## GENERAL EXCLUSIONS CONTINUED

7. Any dispute arising from:
  - a. an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
  - b. any other challenge to any existing or proposed legislation.
8. Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.
9. Disputes between **you** and **us**.
10. Any actual or potential dispute or **HMRC** investigation that **you** were aware of, or should have been aware of before the cover under this section started.
11. Any claim which **you** report to **us** more than six months after the event, or series of events, which gave rise to the dispute first occurred.
12. Claims directly or indirectly caused by, contributed to or arising from:
  - a. ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - b. the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
13. Claims arising from war, invasion, riot, revolution, terrorism or a similar event.

# GENERAL CONDITIONS

**You** must keep to the Conditions to have the full protection of **your** Legal Expenses section.

1. **You** must:

- a. make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred;
- b. not appoint a **legal representative** to represent **you** in **your** legal action;
- c. at all times throughout **your** legal action give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation;
- d. follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include going to all court hearings or other appointments that the **legal representative** asks **you** to attend;
- e. not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**;
- f. get **our** written agreement before making or defending an appeal against the decision of a court or **employment tribunal** in respect of **your** legal action;
- g. instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this section to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps;
- h. instruct the **legal representative** to keep to Condition 2 below.

2. The **legal representative** must:

- a. get **our** written permission before instructing a barrister or, other legally qualified advisor or expert in respect of **your** legal action;
- b. tell **us** at the first opportunity once he or she becomes aware of any information or development which will more likely than not mean that:
  - **reasonable prospects of success** no longer exist; or
  - the **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;

## GENERAL CONDITIONS CONTINUED

- c. tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;
  - d. report the result of **your** legal action to **us** at the first opportunity after it is finished;
  - e. take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.
3. **We** will have the right to do the following.
- a. Appoint the **legal representative** in **your** name and on **your** behalf.
  - b. Take over and conduct, in **your** name, any claim or proceedings:
    - before a **legal representative** has been appointed; or
    - that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.
  - c. Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.
  - d. Appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.
  - e. End **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better **settlement** than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.
  - f. Have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.

## GENERAL CONDITIONS CONTINUED

- g. Settle **your** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
- h. Settle the **costs** covered by this section at the end of **your** legal action.

### 4. Freedom to choose the **legal representative**

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court or **employment tribunal** **we** will choose the **legal representative**.

**You** have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court or **employment tribunal**.

**You** can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **us**.

If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General condition e Disputes of this Legal Expenses section.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

## GENERAL CONDITIONS CONTINUED

### 5. Cancellation rights

**You** may cancel this section within 14 days of receiving this section wording.

**You** can do this by writing, telephoning or emailing **us** or by contacting the broker or intermediary who deals with **your home policy**.

**We** will refund any **money you** have paid.

At any other time during the **period of insurance**, **you** can cancel this section by giving **us** 30 days' notice. If **you** cancel this section during this time, **you** will not be entitled to a refund of the **money you** have paid.

**We** can cancel this section by giving **you** 30 days' notice if:

- **you** do not pay the premium when **we** ask **you** to; or
- the person who has taken out this section knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition h Fraud below. If this happens, **you** will not be entitled to a refund of the **money you** have paid.

**You** cannot make a claim for an event which occurred after the date this section was cancelled, but cancelling this section will not affect **your** right to claim for an event which occurred before the date this section was cancelled.

Every notice to cancel this section must be given by writing to, telephoning or emailing **us** or by contacting the broker or intermediary who deals with **your household policy**. If **we** give **you** notice, **we** will send it to **your** last known address.

### 6. Notices

Every notice which needs to be given under this section must be given in writing.

If **you** give **us** notice, **you** must send it to **our** address. If **we** give **you** notice, **we** must send it to **your** last known address.

## GENERAL CONDITIONS CONTINUED

### 7. Changes during the **period of insurance**

If **we** need to make changes to this section, **we** will normally only do this at **your** next renewal date. **We** will not change this section during the **period of insurance** unless:

- **we** are required to do so because of a change in any law applicable to this section; or
- **we** are told to do so by **our** industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- a service provided under this section by any organisation other than **us** is no longer available and **we** must:
  - change the provider of the service; or
  - change the service; or
  - remove the service.

If **we** do need to change this section, **we** will give **you** 30 days' notice in writing of the change and how it will affect **you**.

### 8. Other insurances and cover

If **you** have another insurance **policy**, service contract or membership that provides cover for a claim **you** have made under this section, **we** will only pay **our** share of the **costs** of the claim.

### 9. Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the **costs** involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the **costs**. If the arbitrator decides that **you** must pay some, or all of the **costs** of the arbitration those **costs** will not be covered by this section.



## GENERAL CONDITIONS CONTINUED

### 10. **Your** agreements with others

**We** will not be bound by any agreement between **you** and:

- the **legal representative**; or
- any other person or organisation.

### 11. Law and language of this section

Unless **we** agree otherwise:

- the language of this section and all communications relating to it will be in English;
- English law will apply to this contract of insurance.

### 12. Fraud

If **you** or anyone acting on **your** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d. makes a claim for loss or damage which you or anyone acting on your behalf deliberately caused;

**we** will:

- refuse to pay the whole of the claim; and
- recover from **you** any sums that **we** have already paid in respect of the claim.

**We** may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a – d above. In that event, **you** will:

- a. have no cover under the **policy** from the date of the termination; and
- b. not be entitled to any refund of premium.

### 13. Rights of parties

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

## LEGAL ASSISTANCE SERVICES

**We** have arranged for a selection of additional legal assistance services to be included for **you** with **your policy** at no additional cost.

**Our** legal assistance services provide **you** with immediate access to a solicitor, and are designed specifically to support, guide and provide **you** with options to resolve **your** legal needs. The additional services are described below.

### Legal Health Check

This Section provides access to a legal health check. **You** are entitled to free, unlimited access to an online legal health check which will ask **you** a number of questions and provide an indication of the documents and services which **you** should consider to address the current legal aspects or issues which apply to **you**.

A range of legal areas will be included during each legal health check, for example Wills and Powers of Attorney or matters relating to residential property.

The legal health check does not include:

- The cost for a solicitor to review any documents;
- Advice on any legal matters where a solicitor has already been appointed and is acting on **your** behalf in respect of any legal proceedings;
- Advice related to any legal disputes involving **us** or any other parties that are insured under this **policy**.
- The legal health check is provided at no cost and is an inclusive benefit of **your policy**. To access the health check please visit **lawclubonline.co.uk** and register using the registration code: Rainbow20.

The service **we** offer is designed to provide **you** with general information only. It does not constitute legal advice and should not be relied upon as such. A contract for legal services will not be established with **you** as a result of **our** offering **you** this service. The legal health check is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU. If **you** require guidance with the website please call 0345 644 8966.

The legal helpline service which **you** are required to call if **you** have a specific legal problem or have a legal matter to consider which may be covered under this **policy** is provided by **us** and/or DWF LLP ('DWF') of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

## LEGAL ASSISTANCE SERVICES CONTINUED

### Legal Assistance Online

As part of **your policy you** have unlimited, free access to various online tools and services that will help **you** to produce legal paperwork and other documents in connection with a wide range of matters that can affect **your** personal lifestyle. Legal Assistance Online enables **you** to draft over 150 legal documents which can be prepared by following the online interactive questionnaire. Once created the documents can be downloaded, printed and stored in **your** secure online legal account. In addition Legal Assistance Online has a detailed lawguide which can provide **you** with up to date guidance and advice on many legal issues.

Some documents include the option of instructing Epoq to review **your** draft document for an additional fixed fee. The amount of the additional fixed fee will be confirmed to **you** at the time that **you** use the service. This document review service extends to documents which **you** have begun drafting through legal assistance online where **you** want Epoq to review **your** document and ensure it is fully prepared and amended to meet **your** needs.

If **you** require guidance with the website please call 0345 644 8966.

To access Legal Assistance Online visit **lawclubonline.co.uk** and register using the registration code: Rainbow20.

This service is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.

## TAX ADVICE HELPLINE

**Your policy** also includes access to a tax advice helpline which will provide advice on any personal tax matter affecting **you** and is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays). Advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

Please note that this is a telephone service, which is intended for general enquiries. It does not provide advice on any matter relating to tax planning and **we** cannot engage in documentation review or enter into any written correspondence with **you**, except where the advisor considers it appropriate to forward details of written procedures to **you** by email. Advice and guidance will be in accordance with the advisor's understanding of the circumstances as described by **you**.

This service should not be used as a substitute for a formal consultation with **your** accountant or other tax advisor, who can review **your** particular circumstances in more depth than is intended by this service.

When contacting the Tax Advice Helpline, **you** should quote reference 36908 and confirm **you** are a Broker Rainbow Legal Expenses **policyholder**.

Tax Helpline: 0330 678 5651

**You** can contact the helpline as often as required during the **period of insurance**, although in the event that the telephone line is not available for technical reasons no liability can be accepted for inability to provide advice. This helpline is provided by Markel Tax of One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

# ENDORSEMENTS

**The following endorsements apply only if they are shown on your policy schedule under the heading Endorsements Applicable. For more information**

## **PY01 Minimum standards of security**

Unless **we** agree otherwise in writing, there is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

- a) All easy to reach windows or openings someone could get in through are fitted with key operated locks. This includes all windows, skylights and other openings that are accessible from ground level or without the use of a ladder, such as from a balcony, porch, single storey extension or next to a drainpipe.
- b) The last door **you** use when leaving **your home** is secured by either:
  - a lock certified to British Standard BS3621. (A lock certified to British Standard BS8621 is acceptable for flats or maisonettes above ground level to meet fire safety recommendations); or
  - multi point locking system with a minimum of three locking points.
- c) External sliding doors are secured by anti lift devices and either:
  - a hook lock certified to British Standard BS3621;
  - a multi point locking system with a minimum of three locking points; or
  - any lock plus two internal key operated patio door locks or key locking bolts at the top and bottom.
- d) External double doors are secured as follows:

The first closing door is secured both at the top and bottom with either:

- key operated security bolts that operate vertically into the door frame; or
- flush bolts mounted on the door edge and concealed when doors are closed.

The second closing door is secured with either:

- a lock certified to British Standard BS3621;
- a multi point locking system with a minimum of three locking points; or
- any lock plus key operated security bolts that operate vertically into the door frame at the top and bottom.

## ENDORSEMENTS CONTINUED

- e) All other external doors, including doors accessing the private dwelling from a garage, need to be secured either:
  - as stated in (b) above; or
  - by any lock plus internal key operated security bolts at the top and bottom.
- f) Garages and outbuildings are fitted with a key operated lock or locking system.
- g) Immediately before going to bed:
  - all external doors and windows are closed, and
  - all the window and door locks and bolts fitted to **your home** are put effectively into operation other than in occupied bedrooms.
- h) Whenever **your home** is left unattended:
  - all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation, and
  - all keys are removed from locks and taken away from **your home** or placed out of sight.

### PY02 Security

There is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless:

1. Immediately before going to bed:
  - all external doors and windows are closed, and
  - all the window and door locks and bolts fitted to **your home** are put effectively into operation other than in occupied bedrooms.
2. Whenever **your home** is left unattended:
  - all doors and windows are closed and all the security devices (including locks and alarms) fitted to **your home** are put effectively into operation; and
  - all keys are removed from locks and taken away from **your home** or placed out of sight.

## ENDORSEMENTS CONTINUED

### PY03 Intruder alarm

There is no insurance under sections 2 and 3 of this **policy** for loss or damage by theft or attempted theft from **your home** unless the following requirements are met by **you** or by a responsible person acting on **your** behalf.

1. The intruder alarm installed at **your home** must be kept in proper working order under a continuing maintenance contract with an alarm company approved by the National Security Inspectorate (NSI) or Security Systems and Alarms Inspection Board (SSAIB) or such other company as agreed by **us**.
2. **Your** intruder alarm (or such parts of **your** intruder alarm as may be agreed by **us**) must be set before **you** or **your** domestic employees retire for the night.
3. **Your** intruder alarm must be set whenever **your home** is left without a responsible person in attendance.
4. **Your home** must not be left without a responsible person in attendance unless, as far as **you** or **your** representatives are aware, the intruder alarm, including all telecommunication lines used to transmit any signal or call, is fully operational and working.
5. **Your** intruder alarm must not be altered or replaced without **our** prior agreement.
6. **You** must tell **us** immediately if the police give formal notice to **you** of withdrawing response to signals or calls made by **your** intruder alarm.

### PY11 Jewellery protection

The maximum amount that **we** will pay in respect of one claim under this **policy** for a single article of jewellery or watch is £10,000 and for jewellery and watches in total is £20,000, unless the article(s) is/are:

- i) being worn; or
- ii) in a room occupied by the **policyholder**; or
- iii) in a securely fixed locked safe; or
- iv) deposited in a bank or safe deposit.

Subject otherwise to the limits, terms, exceptions and conditions of this **policy**.

## ENDORSEMENTS CONTINUED

### PY13 Proof of value

It is a requirement of this **policy** that **you** provide **us** with proof of value and ownership acceptable to **us** for any item specified on **your policy schedule** that would cost more than £10,000 to replace. If **you** do not comply with this requirement within 30 days of the start date of cover, there will be no insurance under this **policy** for the item(s).



# OUR COMPLAINTS PROCEDURE

**Our** aim is to get it right first time, every time. If **you** have a complaint, **we** will try to resolve it straight away but if **we** can't **we** will always confirm to **you** the receipt of **your** complaint within five working days. If **we** cannot resolve it within this time **we** will provide **you** with fortnightly updates on the current status of **your** complaint.

If **we** are unable to resolve the problem, **we** will provide **you** with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

**If you have a complaint about buildings, contents or personal possessions contact:**

Complaints  
Allianz  
County Gates  
BOURNEMOUTH  
BH1 2AT

Phone: 0330 678 5006 for Text Phone please dial 18001 first.

Lines open: Monday to Friday 9am - 5pm (Calls will be recorded).

Email: **personalbrokercomplaints@allianz.co.uk**

**You** have the right to refer **your** complaint to the Financial Ombudsman Service, free of charge – but **you** must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: **financial-ombudsman.org.uk**

Telephone: 0800 0234567 or 0300 1239123

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

## OUR COMPLAINTS PROCEDURE CONTINUED

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.

### **If you have a complaint in relation to home emergency cover :**

Please contact - AWP Assistance UK Ltd trading as Allianz Assistance 0800 587 9842. Calls may be recorded and monitored. Call charges will vary.

### **If you have a complaint in relation to family legal protection:**

Please contact Lawclub Legal Protection quoting **your policy** or claim number. 0330 678 5651 Calls may be recorded and monitored. Call charges will vary. Customer Satisfaction Manager, Lawclub – ALP, PO Box 10623, Wigston, LE18 9HJ

### **If you remain dissatisfied, you can complain to:**

Financial Ombudsman Service, Exchange Tower, London E14 9SR

**0800 023 4567**

**0300 123 9 123**

**[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

[financial-ombudsman.org.uk](http://financial-ombudsman.org.uk)

Making a complaint will not affect **your** legal rights. For further information about **your** legal rights, please contact **your** local authority Trading Standards department or Citizens Advice Bureau.

# CUSTOMER HELPLINES

**As part of your policy, you can call our helplines for assistance.**

## **Lawphone legal helpline - 0330 678 5651**

**Your** policy provides access to Lawphone for legal advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice **you** get from Lawphone will always be according to the Laws of Great Britain and Northern Ireland. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

When **you** call Lawphone quote the following policy reference: MP36908. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

## **Tax advice service - 0330 678 5651**

**Your** policy provides access to a tax advice helpline which will provide advice on any personal tax matter affecting **you** and is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays).

Advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland.

The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

## **Home emergency**

If **you** have chosen section 1 **buildings**, property owner's liability and **home** emergency cover, then **you** may be covered for certain **home** emergency **costs**.

**0800 587 9842 (24 hour)** Calls may be recorded and monitored.

## **Domestic emergency**

If **you** have not chosen section 1 **buildings**, property owner's liability and **home** emergency cover, **you** can phone the domestic emergency helpline on: **0800 633 5423 (24 hour)**

**Calls may be recorded and monitored.**

**We** will locate the nearest suitable tradesperson and advise **costs**. **You** will be responsible for the tradesperson's fees, but if the damage is covered by **your** **policy** **you** may submit a claim in the usual way.



Legal helpline

**0330 678 5651**

Domestic emergency helpline

**0800 633 5423**

Making a claim - Home insurance

**0330 678 5014**

Home emergency cover

(provided you have selected buildings insurance)

**0800 587 9842**

Family legal protection

(if selected)

**0330 678 5651**

Calls may be recorded and monitored.

Call charges will vary.

**[allianz.co.uk/brokercustomer](https://allianz.co.uk/brokercustomer)**

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