



Welcome to **SELECT**
home insurance



SELECT
from direct line 

HOME INSURANCE

Welcome to Select Home Insurance

Welcome to Select home insurance from Direct Line. We're here to provide a higher level of cover to help protect your home and those items you value most. Plus our personal, one-to-one service means we'll always go that step further to meet your insurance needs.

All the cover you need

Your Select home insurance comes complete with added extras and enhanced cover, ensuring those things you hold dear are always well protected.

- You get the flexibility to cover all your homes in the UK under one policy with one renewal date to make life easier
- **Specialist cover** for valuable items, such as jewellery and fine art; high limits available without needing to list individual items worth less than £10,000
- Accidental damage cover is included automatically for those unexpected mishaps

Here for you in an emergency

For added protection, your Select home insurance includes Home Emergency cover. An approved contractor is on hand 24 hours a day, 7 days a week to assist you in the event of a home emergency. No panic, no worries, just the problem solved as soon as possible.

Call 24 hours a day, 7 days a week 0800 533 5330.

Making a claim on your Select home insurance

If you need to make a claim, call us as soon as you can and we'll start working to get things back to normal. We know it can be a stressful time so our dedicated claims handlers will manage everything on your behalf until the claim is settled. And you won't be faced with a mountain of paperwork; our aim is to get things sorted out for you with the minimum of fuss or inconvenience.

And to save you the trouble of phoning around, we can put you in touch with a number of approved contractors and specialists. Just ask your dedicated claims handler and they'll do the rest.

If you need to make a claim call 0800 533 5201. The claim helpline is open 24 hours a day, 7 days a week.





Here to help

Customer service

If you have any questions about your Select home insurance policy or if you'd like a quote for any other Select insurance products just call **0800 533 5200**. We're here to help between 8am – 8pm Monday – Friday and 9am – 5pm on Saturdays.

We have arranged the following helplines for your use. These helplines are available 24 hours a day, 7 days a week by calling **0800 533 5256** or **+44 (0) 1423 847584** from abroad.

All helplines apply to the United Kingdom (UK) only unless otherwise stated. Calls may be monitored or recorded (except those to the counselling service) to improve our service and for security and regulatory purposes. All recordings will be kept secure.

Legal advice

The advice helpline will provide you confidential, practical advice on any private legal matter according to UK and EU law.

Tax Advice Service

The advice helpline will provide you confidential, practical advice on any private tax matter according to UK law.

Medical/Healthcare

The advice helpline will provide you information over the telephone on general health issues and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

Counselling

The advice helpline will provide you with a confidential counselling service over the telephone. This service does not include onward referral to any voluntary or professional services.

Financial Advice

The advice helpline will provide you confidential, practical financial advice on any private legal matter according to UK law.

Making sure you always have the right cover

It's a part of life that circumstances don't always stay the same so your Select home insurance is flexible to change. For instance, you may be moving house, making some home improvements or you might have made new purchases. If you let us know of any changes to your circumstances as soon as possible, we can ensure you always have the right cover.

Call us on **0800 533 5200** and we'll make sure your insurance is kept up to date.

Select insurance for all your needs

Your home insurance is just one of our range of Select products. Car insurance, pet insurance, travel insurance, and breakdown cover all offer the same expert cover and a more personal level of service. And because we're here to make your life easier we give you the flexibility to include all your cover together. Which means one convenient payment date and one renewal date.

To bring your insurance together with Select call us on **0800 533 5200**.

For more information
about any of the Select products
Call **0800 533 5200** or
visit **directline.com/select**

HOME INSURANCE

Terms and conditions of your policy

This section gives full details of your cover.

This policy is evidence of the contract between **us**, U K Insurance Limited and **you, our** policyholder.

These policy conditions are part of **your** insurance contract; along with **your** schedule. Please read **your** schedule and these policy conditions to make sure **you** know exactly what **your** insurance covers. Check all the policy details and **your** proposal confirmation, which sets out the information **you** have given **us**, carefully. If **you** think there is a mistake or **you** need to make changes, **you** should notify **us** immediately. Failure to provide correct information or inform **us** of any changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

Under European law, **you** and **we** may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

How to Make a Claim

If you need to make a claim on your home insurance call **us** on **0800 533 5201**.

How to make a claim for legal expenses

1. Phone **our** legal advice helpline on **0800 533 5256**. Please have **your home** insurance policy number available when **you** call.
2. **You** must tell the legal advice line of any incident which may lead to a claim under the policy. **You** must do this as soon as possible, and always within 180 days of the date that **you** knew about or should have known about the incident.
3. If **you** have a valid claim, **we** will send **you** a claim form to fill in and return to us.

Legal helpline – **0800 533 5256**.

You can ring the helpline to discuss any private legal problem. This service is here to help, so please feel free to use it.

While **you** have a current policy with **us**, the helpline is available 24 hours a day, 7 days a week. In particular, if something **you** are proposing to do may result in a legal claim, **you** must talk to **us** first.

For extra security, **we** may record all phone calls and keep the recording secure.

Select home insurance policy definitions

Certain words in the policy and **schedule of insurance** have particular meanings wherever they appear. These meanings apply to the whole policy unless **we** say otherwise. Throughout the policy, defined terms will be bold when used. The words and their meanings are given below. Words that use the masculine gender include the feminine and vice versa. Words using the singular include the plural and vice versa.

In this policy, the words '**you**', '**your**', '**your's**' and '**yourself**' refer to the person or persons named on the schedule of insurance, his or her spouse or domestic partner and any **family member**.

The words '**we**', '**us**', '**our**' and '**ours**' means U K Insurance Limited unless otherwise stated.

Aircraft – any device used or designated for flight, except model or hobby craft not used or designed to carry people or cargo.

Bodily injury – physical bodily harm, including any resultant sickness or disease from physical bodily harm.

Buildings – **your home** including its swimming pools, permanently fitted hot tubs, ornamental man-made ponds, fountains, tennis courts, terraces, patios, steps, service tanks, drains, septic tanks, underground service pipes and cables, sewers and drains, domestic fixed fuel tanks, driveways, footpaths, garden walls, hedges, gates, fences, lifts, fixtures and fittings, decorative finishes, radio and television aerials, satellite dishes, solar panels, wind turbines used for domestic purposes, external lighting and security systems and equipment situated within the boundaries of the **home** and for which **you** are legally responsible.

Business – a part-time or full-time trade, occupation or profession, including farming or stud activities other than **incidental business**.

Business property – items of furniture, furnishings, equipment, supplies and stock used in connection with a **business** conducted from **your home** and owned by **you**.

Collectibles – private collections of rare, unique or novel items of personal interest including memorabilia.

Contaminant – an impurity resulting from the mixture of or contact of a substance with a foreign substance.

Contents – household goods and personal property, including satellite dishes, aerials that are owned by **you**, or are **your** responsibility or in the possession of **you**. If **you** are a tenant, **contents** includes additions, alterations, installations or fixtures that **you** have paid for, or are responsible for, at **your home**.

Costs – Legal Expenses section E. Legal costs reasonably and proportionately incurred by **your solicitor** on the standard basis or in accordance with any fixed recoverable costs scheme if applicable. **We** will also pay **costs** which **you** are ordered to pay by a **court** and any other **costs we** agree to in writing.

Court – Legal Expenses section E. Court, tribunal or other suitable authority.



Credit cards – credit cards, cheque cards, bankers cards and cash cards issued to **you**.

Damages – the sum required to satisfy a claim, whether settled or agreed to in writing by **us** or resolved by judicial procedure.

Date of incident – Legal Expenses section E.

Either:

- the date of the incident that has led to this claim; or
- the date of the first incident, if there are a number of incidents, whichever is earlier.

Domestic staff – any person **you** employ to perform domestic duties, work or services at **your home**. This excludes any person who is hired to work for **you** in connection with **your business**.

Endorsement – an agreed change to the terms of the policy.

Excess – the amount **you** must pay towards any claim unless stated otherwise.

Family member – any member of **your** family who permanently resides with **you** at the **home**.

Fine art – paintings, drawings, prints, etchings, photographs, tapestries, rugs, porcelain, statuary, manuscripts, clocks, barometers, antique furniture, collectibles and other bona fide works of art with historical value or artistic merit.

Full enquiry – Legal Expenses section E. A full examination of all aspects of **your** personal tax affairs by HM Revenue & Customs.

Home – the residence, including any garages, as shown at each location on **your schedule of insurance**.

Incidental business – means a) an activity undertaken solely by **you** that does not produce gross revenues in excess of £10,000 in any year and does not involve employment of others for more than 1,000 hours in total during the **period of insurance**, b) farming that does not involve employment of others for more than 1,000 hours in total of farm work during the policy period and does not produce more than £25,000 in gross annual revenues from the raising or care of animals or agriculture.

Jewellery – articles of personal adornment containing gemstones, silver, gold or platinum or other precious metals. This also includes watches and set or unset gemstones.

Landscaping – **your** trees, lawn, shrubs and other plants on the grounds of **your home**.

Loss of limb(s) – a) in the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot; and b) in the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire hand or arm.

Loss of eye(s) – the total and irrevocable loss of sight in one or both eyes.

Market value – the amount for which an article could reasonably be expected to be replaced immediately prior to the time of loss or damage with one substantially identical.

Money – the following belonging to **you** and any **family members**:

Cash, bankers notes and drafts, cheques, money orders, postal orders, savings stamps and savings certificates, share certificates, Premium Bonds, traveller's cheques, travel tickets, gift tokens, securities, accounts, deeds and other negotiable documents.

Motor vehicle – any type of motorised land vehicle requiring motor vehicle registration or operator licensing. This extends to include self-propelled motor homes, motorcycles and attached trailers.

Mould – any type or form of fungus, including but not limited to all forms of mould or mildew and mycotoxins, spores, scents, vapours, gas or substance, including any by-products, produced or released by **mould**.

Occurrence – means a) a loss or an accident, including continuous or repeated exposure to the same general harmful conditions which occurs during the **period of insurance** and results in **personal injury** or **property damage**; or b) an offence, including a series or related offences, committed during the **period of insurance** resulting in **personal injury** or **property damage**.

Outbuildings – any free-standing permanent structure **you** own that is used for domestic purposes and situated within the grounds of **your home**. This includes stables, barns, studios, pool houses, greenhouses, gardens sheds and other similar structures used for domestic purposes.

Period of insurance – the period shown in the **schedule of insurance** for which the policy covers **you** (subject to **us** receiving the premium on time).

HOME INSURANCE

Terms and conditions of your policy (cont)

Personal injury – the following injuries, or death resulting from the following:

- **bodily injury**
- wrongful detention, false imprisonment or false arrest;
- shock, emotional distress, mental injury;
- invasion of privacy;
- malicious prosecution; or
- wrongful entry or eviction.

Pollutants – solid, liquid, gaseous or thermal irritant or **contaminant**, including smoke, vapour, soot, fumes, acids, alkalis, chemicals or **waste**.

Precious metals – silverware, tableware, trays, trophies and other similar household articles made of gold, goldplate, silver, silverplate, pewter or platinum, other than **jewellery**.

Property damage – physical damage to, destruction of, or loss of use of tangible property.

Reconstruction cost – the least amount required at the time of the loss to either:

- restore or repair a structure; or
- replace or rebuild a structure at the same location with materials and workmanship of like kind and quality. This includes:
 - fees from architects, surveyors and consulting engineers;
 - the cost of complying with the building regulation of a government or local authority; and
 - the cost of removing debris and **waste** that results from a covered loss.

It does not include any amount required for the excavation, replacement or stabilisation of land under or around a structure.

Schedule of insurance – **your** most recent **schedule of insurance** that **we** have issued to **you** including any **endorsements**.

Solicitor – Legal Expense section E. Any suitably qualified person appointed to represent **you** under Legal Expense Section E.

Territorial limits – Legal Expenses section E.

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

For claims relating to 'personal injury', 'contract disputes' and 'detention while abroad' the **territorial limits** are worldwide.

Terrorism – any person or people, whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious ideological or similar purposes, including intending to influence any government or to put members of the public in fear.

Unoccupied – not lived in by **you** or any other person authorised by **you** for more than 60 consecutive days.

Unfurnished – where the **home** is not adequately furnished for normal living purposes for more than 60 consecutive days.

Valuable(s) – **fine art, jewellery, precious metals**, sporting guns, **collectibles** **you** own or possess, for which a sum insured is shown in **your schedule of insurance**.

Waste – materials to be disposed or recycled, reconditioned or reclaimed.

Watercraft – a boat or craft designed for use on or over water.

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General exclusions

The following apply to the whole of **your** policy. Any further specific exclusions are shown in the section of cover to which they apply.

What is not covered:

1. Acts of war

We do not cover any loss or damage as a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.

2. Confiscation

We do not cover loss or damage caused by the destruction, confiscation or seizure by any government or public authority.

3. Deception

We do not cover loss or damage suffered by **you** due to any person obtaining any property by deception, unless deception is only used to gain entry to **your home**.

4. Deliberate acts and misappropriation

We do not cover loss or damage caused, or allowed to be caused, deliberately or wilfully by **you** or any **family member**, paying guest or tenant or anyone acting on **your** behalf. This includes the taking or other misappropriation of contents from **you** or a **family member** by **you** or a **family member**.

5. Dishonest acts

We do not cover loss or damage caused by any dishonest or criminal act by, or at the direction of, **you** or a **family member**.

6. Existing damage

We do not cover loss or damage that happened before the **period of insurance**.

7. Failure of computers and electrical equipment

We do not cover loss or damage directly or indirectly due to:

- a) an error in computer programming or instruction to the computer, but **we** do cover any resultant damage provided no other exclusions apply.
- b) computer viruses.

8. Faulty, inadequate or defective planning

We do not cover any loss or damage caused by faulty, inadequate or defective:

- a) planning, development, surveying;
 - b) design, specifications, workmanship, repair, renovation, remodelling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodelling; or
 - d) maintenance;
- of part or all of any property whether on or off the **home**.

9. Frost

We do not cover any loss or damage caused by frost.

10. Gradual deterioration, breakdown, wear and tear

We do not cover any loss or damage caused by:

- a) wear and tear, gradual deterioration;
- b) inherent vice, latent defect, mechanical or electrical breakdown;
- c) warping or shrinkage, rust or other corrosion, wet or dry rot or **mould**.

11. Indirect loss

We do not cover indirect loss of any kind incurred by **you** or a **family member**.

12. Pollution or Contamination

Any expense, legal liability or any loss or damage to property directly or indirectly caused by pollution or contamination, unless arising from oil leakage from any fixed heating installation or from any domestic appliance in **your home** during the **period of insurance**.



13. Radioactive contamination

We do not cover any expense, legal liability (other than liability to **your domestic staff**) or any loss or damage to property directly or indirectly caused by, arising from or contributed to by:

- a) ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any nuclear part of that equipment
- c) the use of a chemical or biological weapon.

14. Restoration and repair

We do not cover loss or damage to **contents** by repair, restoration, alteration, refinishing, dyeing, cleaning or renovating.

15. Rodents, insects and vermin

We do not cover any loss or damage caused by rodents, vermin or insects.

16. Sonic bangs

We do not cover loss or damage arising from pressure waves caused by **aircraft** and other flying objects travelling at or above the speed of sound.

17. Structural changes and cleaning

We do not cover any loss or damage to **your home** caused by demolition, construction, cleaning or other similar processes.

18. Temperature or dampness

We do not cover any loss or damage caused by extremes of temperature, dampness or dryness of atmosphere, or water vapour to **your home, outbuildings or contents**. This exclusion does not apply to loss or damage caused directly by rain, sleet, snow or hail.

19. Tenants property

We do not cover any loss or damage to property belonging to **your** lodgers, boarders or other tenants.

20. Terrorism

We do not cover any expense, legal liability or any loss or damage to property directly or indirectly caused by **terrorism**.

21. Unfurnished homes

We do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unfurnished**, unless agreed by **us** in writing.

We do not cover loss or damage caused by theft, attempted theft, malicious damage or vandalism when **your home** is **unfurnished** unless agreed by **us** in writing.

22. Unoccupied homes

We do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unoccupied**, undergoing renovation or being constructed unless the heating is maintained at a minimum of 10 degrees centigrade in the **home** or the water is shut off and drained from the system or appliance.

23. Unsuitable transportation and packing

We do not cover any loss or damage to any item during transit, which is not suitably packed and secured relative to its value and the method by which it is being transported.

HOME INSURANCE

General conditions

The following conditions apply to the whole of **your** policy and all of the covers provided by it. **You** and any other person entitled to benefit under this policy must keep to its terms, conditions and **endorsements**. If **you** do not keep to these conditions, **we** may cancel this policy, refuse or withdraw from any claim, claim back from **you** costs paid by us during **your** claim or do all of the above.

1. Abandoning property

You cannot abandon property to **us** or a third party without **our** prior written consent.

2. Adequacy of your sums insured

You must keep the sums insured at a level that represents the full reconstruction **cost** of **your buildings** and any **outbuildings** unless unlimited **buildings** cover applies on **your schedule** of **insurance**.

You must keep the sums insured at a level that represents the replacement cost as new for **your contents** and the current **market value** of **your valuables**.

To ensure **your** sums insured reflect these amounts and to thereby reduce the possibility of being underinsured, **you** should undertake regular reviews and request an increase to **your** sum(s) insured if **you** feel this is necessary. Any additions, alterations or renovations to **your home** should be reported to **us** as soon as possible.

Failure to provide correct information or inform **us** of any relevant changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

3. Arbitration

If **we** accept **your** claim, but **you** disagree over the amount **you** will be paid, **you** and **we** may refer the dispute to an independent arbitrator who will be appointed in accordance with current law in order to reach a mutual agreement. When this occurs, the arbitrator must decide on an award before **you** can bring proceedings against **us**.

4. Assignment

No one covered under this policy may assign or turn over any right of interest in regard to the policy without **our** written consent.

5. Automatic renewal

We may automatically renew **your** policy on the renewal date. If **we** plan to automatically renew, **we** will let **you** know **we** are planning to do this before **your** cover ends together with sending **you** details of the renewal premium and any policy terms. If **you** do not want to renew this policy, **you** should let **us** know before the renewal date.

6. Bankruptcy or death

The bankruptcy or insolvency of **you** shall not relieve **us** of any of **our** obligations. Further, if **you** or a **family member** dies or becomes bankrupt or insolvent during the policy period, this policy, unless cancelled, will cover **you** or the **family member's** legal representative for the remainder of the policy period.

7. Building works

You must provide **us** with full details of any building work or heat processes, including the restoration, repair, redecoration, maintenance or other similar work where the value exceeds £25,000 or before the signing of any contract, which in any way, removes or limits **your** legal rights against a contractor or building firm.

If **you** do not notify **us** and provide **us** with full details at least 21 days before the work is due to commence, any loss directly or indirectly caused by or relating to the work will be excluded.

8. Cancellation

If this cover does not meet **your** needs please call **our** customer helpline number **0800 533 5200** within 14 days of receiving **your** documents. **We** will return any premium **you** have paid as long as no claims have been made during that time.

You may cancel the policy after that time by calling **us** on the above number or sending **us** notice in writing. **We** will refund the proportion of any premium paid for the remaining **period of insurance** less an administration fee as shown in **your schedule of insurance**, providing that **you** have not made any claim during the current **period of insurance**.

We have the right to cancel this policy by sending 7 days' written notice to **your** last known address. If **we** do, **we** will return the premium less an amount for the period that the policy has been in force.

If **we** have cancelled due to **you** not paying an instalment and **you** have made a claim, or one has been made against **you** during the current period of cover, then the balance of the year's premium will become payable.



9. Carriers or bailees

We will not pay a benefit under this policy to any carrier or bailee of damaged property.

10. Changes

You must tell us as soon as possible if there are any changes that may affect **your** policy, such as the following:

- if **you** change the address where **you** normally live;
- if any building work is being done to **your** home (other than routine maintenance or decoration) in excess of £25,000;
- if **you** or any **family member** is prosecuted for or convicted of any offence (excluding motoring offences);
- if **you** let **your home** out to tenants or a lodger moves in;
- if **your home** is used for business purposes or as a holiday home.

Note: the list above does not set out all changes **you** must tell **us** about. If **you** are not sure whether a change may affect **your** cover, contact **us** anyway.

We reserve the right to alter the terms, conditions, exclusions and to amend the premium or to cancel **your** policy should **we** become aware of any material fact or change which may affect **your** policy.

Failure to provide correct information or inform **us** of any relevant changes could adversely affect **your** policy, including invalidating **your** policy or claims being rejected or not fully paid.

No change of **your** policy shall be effective except when made by written **endorsement** and signed by **our** authorised representative.

11. Concealment or fraud

The entire policy will be void if, whether before or after a loss, **you** or a **family member** has:

- intentionally concealed or misrepresented any material fact or change;
- engaged in fraudulent conduct; or
- made false statements; relating to this insurance.

12. Duplicate cover

If a loss is payable under more than one part of **your** policy, **we** will pay **you** under the part that gives **you** the most cover but not under more than one part. However, if **you** have both unspecified **valuables** and **contents** cover shown on **your schedule of insurance** and a loss is covered under both parts, **your** amount of cover will be the combined value of both the **contents** and **valuables** unspecified limits subject to the limits of indemnity under the **contents**. In no instance will **we** make duplicate payments.

When **valuables** are specified on **your schedule of insurance**, **your** cover is limited to the specific sum insured on **your schedule of insurance** for that specific **valuable**, unless another policy benefit applies to the loss.

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General conditions (cont)

13. Duties after a loss

In the event of an **occurrence** or possible **occurrence** which is likely to involve this policy, or if **you** or any **family member** is sued in connection with an **occurrence** which may be covered under this policy, **you** or the **family member** must perform the following duties for cover to apply:

- notify **us** of the claim as soon as possible and where the claim involves loss or damage by theft or attempted theft, accidental loss, malicious persons, vandalism **you** should notify the police as soon as possible keeping the reference number they give **you**. See page 3, making a claim.
- protect property from further damage and make any necessary repairs to protect the property from further damage. **You** must keep an accurate record of expenses incurred. **We** will pay the reasonable costs of avoiding or mitigating a claim with **our** prior consent as set out under the Preventative measures additional benefit of **your** policy on page 17.
- prepare an inventory of damaged, lost or stolen personal property. The inventory should describe the property in full as well as showing the amount insured under **your** policy, if applicable, and the actual amount of the loss. **You** should attach bills, receipts and other documents to support **your** inventory.
- provide **us** with any property, records, legal documents, information or evidence **we** request at **your** own expense including the names and addresses of any known persons injured and any available witnesses.
- make any damaged property available to **us** for inspection as often as **we** reasonably require.
- under the Leisure and lifestyle section and the **Sports club** and **Private member's club** membership fees benefit, **you** must submit written advice from **your** doctor confirming the period **you** were disabled and that **you** were totally unable to play the sport to which the membership fees relate. **You** must provide written evidence that **your** membership fees have been paid.
- assist and co-operate with us in the conduct of the defence by helping **us** make settlement, to attend hearings and trials and to enforce any right of contribution or indemnity against any person or organisation who may be liable.

We reserve the right to examine under oath as often as **we** require, **you**, any **family member** or any person connected with the **occurrence**.

- where applicable and relevant, **you** or a family member must agree to be examined by a physician **we** choose as often as **we** require. **We** may also choose, where lawful, to have an autopsy carried out by a physician. Any examinations or autopsies will be at **our** own expense.

14. Enforcing your rights

You or an insured person claiming under this policy must not admit to any claim, any claim promise, any payment or refuse any claim without **our** written consent. If **we** want to, **we** can take over and conduct in **your** name, or in the name of the person claiming under the policy, the defence or settlement of any claim or take proceedings for **our** own benefit to recover any payment **we** have made under this policy. **We** shall have full discretion in the conduct of any proceedings or the settlement of any claim. The person who is seeking payment under this policy shall give **us** all the information and assistance necessary for them to achieve a settlement.

If **you** or an insured person has the rights to recover all or part of any payment made under this policy, those rights are transferred to **us**. **You** or an insured person must not do anything after the loss to impair such rights of recovery. At our request, **you** or a **family member** will bring an action or transfer those rights to **us** and help us enforce them.

15. Fraud

You must be honest and truthful in **your** dealings with **us** at all times.

If **you**, any person insured under this policy or anyone acting on **your** behalf attempts to deceive **us** or knowingly makes a false claim, **we** have the right to cancel **your** policy, refuse claims and retain any premium paid. **We** may recover from **you** any **costs we** have incurred, including the **costs** of investigating the claim.

We will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claims following discovery of the dishonest behaviour regardless of when the claims occurred.

In addition, **we** have the right to cancel any other products **you** hold with **us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.



16. Insurable interest

We shall not be liable for any loss or damage to property in which **you** do not have an insurable interest at the time of the loss. If more than one person has an insurable interest in the property, **we** will pay up to the amount that represents **your** insurable interest in that property.

17. Liberalisation

If **we** extend the cover provided by this policy without an additional premium charge the changes will automatically apply to **your** policy.

18. Mortgagee's clause

The interest of any mortgagee shall not be prejudiced by any act or neglect by **you** or any legal occupier of the **home** that increases the risk of an occurrence without the knowledge or authority of the mortgagee, providing that the mortgagee as soon as reasonably possible after becoming aware of the increased risk shall give notice to **us** and pay an additional premium if required.

19. Non contribution clause

We will not pay if **you** have a loss or damage which is covered under any other insurance policies unless the cover provided by those policies is exhausted.

20. Policy period

All covers in this policy only apply to occurrences that take place while this policy is in force in accordance with the **period of insurance** stated upon **your schedule of insurance** except under the Defective Premises Liability benefit on page 23.

21. Payment of premium

If **you** are paying your premium in instalments and **your** bank has advised **us** that **you** have cancelled **your** direct debit, **we** will contact **you** for payment. If we do not receive payment **we** may cancel **your policy**. Cancelling **your** direct debit does not mean that **you** have cancelled the **policy**. If **you** have made a claim in the current period of insurance then the balance of the year's premium shall become payable.

22. Preventing loss

You must take all reasonable steps to:

- a) prevent any loss, damage, illness, injury or accident; and
- b) maintain any home and **contents** listed on **your schedule of insurance** in good condition and repair

23. Right to renew

If **you** pay the premium to **us** via **our** monthly instalment scheme, **we** will have the right to renew the policy each year and continue to collect premiums using this method. **We** will write to **you** before the expiry of **your** policy with full details of the renewal premium and policy conditions which may vary from the previous year. If **you** do not want to renew this policy, all **you** need to do is call us on **0800 533 5200** before the next renewal date and we will not renew it. **Our** right to renew this policy does not affect **your** cancellation rights.

24. Rights of third parties

This insurance is not intended to give any person any right to enforce any term of this insurance which that person would not have had but for the Contract (Rights of third parties) Act 1999.

SECTION A

Your buildings and contents

1. Basis of cover

Buildings

Buildings cover only applies if the **buildings** section is shown on **your schedule of insurance**.

The **buildings** section provides **you** with cover against all risks of physical loss or damage to **your home** and **outbuildings** unless stated otherwise in **your** policy or unless an exclusion applies.

Contents

Contents cover only applies if the **contents** section is shown on **your schedule of insurance**.

Your contents are covered against all risks of physical loss or damage at **your home** and whilst temporarily removed elsewhere in the world for up to 60 consecutive days in any **period of insurance** unless otherwise stated in the policy or an exclusion applies.

2. How we will settle your claim

Your Home and Outbuildings

The amount **we** will pay for each **home** and the **outbuildings** at each location is shown in **your schedule of insurance**.

We will pay the **reconstruction cost** of **your home** or **outbuildings**, up to the sum insured shown for that location on **your schedule of insurance**, for each **occurrence**.

For a covered total loss **we** will pay the **reconstruction cost** up to the sum insured shown for that location on **your** schedule of insurance, for each **occurrence**.

If **your home** is subject to a partial loss and **you** do not begin to replace, repair or rebuild the lost or damaged property within six months from the date of the **occurrence**, **we** will pay the **reconstruction cost** less depreciation.

If **your home** is damaged and is not to be repaired or rebuilt, **we** will pay **you** either the resulting reduction in **market value** of the property resulting from the loss or damage; or the cost of repairing or rebuilding **your home**, whichever is the lowest. In neither case will the payment exceed the **buildings** sum insured shown on **your schedule of insurance**.

If **you** cannot repair, replace or rebuild **your home** because **your** primary mortgagee or its assignees have recalled **your** mortgage, **we** will either pay up to the **buildings** sum insured shown on **your schedule of insurance**; or the cost of rebuilding **your home**, whichever is the lowest.

Contents

The most **we** will pay for an insured loss is, the amount required to repair the damage or the full cost of replacing the **contents** without deduction for depreciation, up to the sum insured shown on **your schedule of insurance**, whichever is the lesser.

Inflation Protection

If **you** have specified **your building** sum insured **we** will index-link the amount shown on **your** schedule. **We** use the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index, although the sum insured will be increased by £1,000 each year even if the index value is less than that amount.

Please note **we** do not apply index-linking to our standard policy limit.

If **you** have specified **your contents** sum insured **we** will index link the amount shown on **your** schedule. **We** will use the retail price index or another appropriate index, although the sum insured will be increased by £500 each year even if the index linked value is less than that amount. **We** do not apply index linking to **our** standard policy limits.

We will not make a charge for any inflation protection during the **period of insurance**, but each time **your** policy is renewed, **we** will re-calculate the premium on the adjusted sum insured.



3. Pairs, sets and parts

For a covered loss to a pair or set, or to part of a larger unit, we will pay whichever option costs least:

- a) the cost to replace the lost or damaged property; or
- b) the cost to restore or repair the damaged property to its pre-loss condition.

However, **we** may pay **you** the full replacement cost of the entire pair, set or unit if **you** agree to surrender the remaining article(s) of the pair set or unit to **us**.

We will not repair or replace any undamaged part of the **buildings** which are part of a set or suite unless they are part of a bathroom suite or fitted kitchen and the damaged parts cannot be repaired or an exact replacement found.

We will not pay more than the sum insured shown on **your schedule of insurance**.

4. Limits of liability

For a covered loss in this section to the following types of **contents** and **valuables**, **we** will not pay more than the amounts shown below for any one claim: These limits do not increase **your contents** sum insured or the sum insured of any other item covered elsewhere in this policy.

Money	£2,500
Precious Metals	£5,000
Jewellery	£5,000
Fine Art	£10,000 for one item
Collectibles	£10,000 per collection
Sporting Guns	£10,000 for one item
Garden Furniture Ornaments and Statues	£2,500
Trailers and non-motorised horse boxes	£3,000
Sailboards, surfboards, hand-propelled boats and accessories	£3,000
Business Property	£15,000

If the amount of **your valuables** is in excess of the limits shown above, **you** must advise **us** of the total amount. If **you** have **valuables** with individual values higher than £10,000 they must be individually specified on **your schedule of insurance**.

5. Policy excess

The policy **excess** shown on the **schedule of insurance** is the amount of a covered loss you will pay for each **occurrence** unless stated otherwise in this policy or upon your **schedule of insurance**.

If **your contents** and **valuables** suffer a covered loss at the same time by the same **occurrence** only one **excess** will apply.

6. Additional benefits

These benefits are provided in addition to the sum insured shown on **your schedule of insurance** unless otherwise stated. **Your** policy **excess** applies to these covers unless stated otherwise. Cover is subject to the General exclusions on page 7, General conditions on page 9, the Limits of liability in Section A.4.

If a loss is covered under more than one section of this policy, **we** will pay **you** under the section giving **you** the most cover, but not under more than one section.

Alternative accommodation expenses, loss of rent and increased cost of working

If a covered loss makes **your** main **home** noted on the **schedule of insurance** uninhabitable, **we** will cover **your** reasonable and necessary costs for alternative accommodation which **we** have agreed in advance with **you**.

Payment will continue for the shortest reasonable amount of time necessary to restore **your home** to a habitable condition or for **you** to permanently locate elsewhere up to a maximum of 2 years. Cover also includes reasonable alternative accommodation for **your** domestic pets and horses but only if the structure of **your** main **home** itself (and not just its **outbuildings**) becomes uninhabitable.

The maximum amount **we** will pay for one claim under this section will not exceed either the **buildings** or the **contents** sum insured, whichever is the greater, on **your schedule of insurance**.

If **we** provide cover for the contents of the **home**, subject to **your** claim being valid, **we** will also cover the cost of temporarily storing the **contents**, when necessary in a professional storage facility during this period, providing that **we** have agreed with **you** to do so in advance. **We** will also cover the cost of transporting the **contents** of **your home** to the alternative accommodation.

SECTION A

Your buildings and contents (cont)

Loss of Rent

If a **home** or part of **your home** which is rented out to others cannot be lived in because of a covered loss, **we** will pay **you** the rent **you** would have received. **We** will cover this loss of rent for the lesser of the following time periods:

- two years from the date of the loss; or
- or the reasonable amount of time it takes to repair or rebuild that part of the **home** which was rented out, or for **you** to relocate.

We will also cover any rent **you** would still have to pay as a tenant, including ground rent if any **home** on **your schedule of insurance** cannot be lived in due to a covered loss under this policy.

The maximum amount **we** will pay for one claim under this section is up to the **buildings** or **contents** sum insured, whichever is greater, on **your schedule of insurance**.

Increased cost of working

We will pay **you** the increased cost of carrying on **your** business based at **your home** caused only and directly:

- by loss or damage to **your** home or any **outbuilding** or **your contents** covered under this policy; or
- the accidental failure in the supply of gas, water, electricity or telephone service for more than 72 consecutive hours to your **home** or any **outbuildings** which are used for **your** business during the **period of insurance**.

Cover will start from the date on which the loss or damage arises or the service interruption occurs. It will continue until **you** are able to start work in **your home** or **outbuilding** within the grounds of **your home** but for no more than 12 consecutive months.

The most **we** will pay for any one claim is £15,000. **We** will pay the extra necessary and reasonable costs **you** have to pay to continue **your business** based at **your home**, less any savings which result from the reduced costs and expenses during the time **your** work is interrupted.

Buying or selling your home

Where **buildings** cover is provided on **your schedule of insurance**, if **you** enter into a contract to sell **your home**, the purchaser shall be entitled to the benefit of cover under the terms of this policy. This applies once the sale is completed in respect of loss or damage occurring between the period of exchange of contracts (or the offer to purchase in Scotland) and the completion of the sale of the **home** providing the **home** is not insured by the purchaser or on their behalf.

Extended contents cover

If, at the time of loss or damage, the **market value** of **your contents** have increased beyond the sum insured on **your schedule of insurance**, **we** will pay up to 125% of the sum insured provided that: a walk through validation exercise has been undertaken by a professional valuer or appraiser to assess the overall value of **your contents** or **you** can submit a professional valuation to **us** which is no more than two years old.

Your contents sum insured has to be increased from the date of the validation or valuation and the full additional premium paid for this cover to operate.

Construction materials

Where **buildings** cover is provided on **your schedule of insurance**, **we** will cover up to £25,000 for works, materials and supplies owned by **you** within the grounds of **your home** for use in the construction, alteration or repair of **your home**. **You** must inform **us** before the work proceeds if the total cost of the building work exceeds £25,000. These payments apply only to a covered loss and they do not increase the amount of cover for **your home**.

Contents belonging to domestic staff and guests

Where **contents** cover is provided on **your schedule of insurance**, **we** cover the **contents** belonging to **your domestic staff** who permanently reside in **your home** and invited guests while they are on the premises of any **home** named on **your schedule of insurance**. The maximum amount **we** will pay for loss or damage to **jewellery** or **money** owned by them or items that are covered by other insurance is £1,000.



Data replacement

Where **contents** cover is provided on **your schedule of insurance**, **we** will cover loss to personal or business data stored in **your** computer at **your home** or a mobile telephone as a result of a covered loss. **We** will pay up to £5,000 for the replacement by an external professional person or body, of personal or business data. **We** do not cover the cost of remaking a file, disk, tape or similar.

Emergency entries

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay to repair damage to **your home** and areas of **landscaping** caused when the emergency services need to access **your home** to combat an emergency.

Essential alterations

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay to repair damage to **your home** and areas of **landscaping** caused when the emergency service need to access **your home** to combat an emergency.

Forced evacuation

If **you** are denied access to **your home** by the police or public authority as a direct result of a loss or a reasonable threat of a loss that would be covered by this policy, **we** will reimburse **you** for the reasonable increase in **your** living expenses necessary to maintain **your** household's normal standard of living. **We** also cover any loss of rent for up to 30 days if **your home** is rented to others excluding loss of rent due to termination of a lease or agreement.

We will also pay up to £5,000 for emergency provisions that **you** require during the duration of the period **you** are denied access to **your home**.

Frozen food

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay **you** the cost of replacing food in **your** domestic freezer or refrigerator if it is spoiled by a rise or fall in temperature provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority.

No policy **excess** applies to this cover.

Gardens and landscaping cover

We will pay the reasonable costs incurred as a result of loss or damage to **landscaping** but excluding loss or damage caused by storm or flood.

We will not pay more than £1,000 for any one tree, shrub or plant.

The maximum amount **we** will pay for any one claim is £25,000.

Green upgrade

Where **buildings** cover is provided on **your schedule of insurance**, **we** will contribute 10% of the total claim, up to a maximum of £2,500, for the reasonable expense **you** incur, to install a solar, wind or geothermal, electrical power-generating system as part of the repair or replacement of the part of **your home** which is the subject of a covered loss within the **period of insurance**. The installation of a solar, wind or geothermal, electrical power-generating system must be the first time such a system was installed at **your home**.

No policy **excess** will apply to this green upgrade contribution.

A total loss is when, at our discretion, **your home** is deemed to be beyond economical repair or reconstruction.

In the event of a total loss to **your home**, **we** will pay up to £25,000 to reconstruct parts of **your home** with green buildings product(s). A green building product is one that **we** determine meets the industry recognised green standard attributed to one or more of the following:

- use of less energy, water and/or natural resources by way or for example insulation and framing, carpet and flooring, lighting systems;
- the creation of less waste, for example interior plumbing applications; or
- providing a healthier environment for the people living inside by way of heating and cooling equipment, paints, architectural coatings, primers, undercoatings, adhesives and sealants.

This amount is in addition to the payment basis stated on **your schedule of insurance**.

Lock replacement

If the keys to any external doors and windows, as well as any intruder alarm and safes installed in **your home** are lost, damaged, or stolen, **we** will pay the cost of replacing the locks and keys and/or resetting the intruder alarm. No policy **excess** applies to this cover.

SECTION A

Your buildings and contents (cont)

Money cover

We will pay for accidental loss of **money** anywhere in the world in the custody or control of **you** or any **family member**.

But not:

- a) shortages caused by mistake;
- b) any loss in value;
- c) losses not reported to the police within 24 hours of being discovered; or
- d) loss or damage by items being confiscated or held by customs or other officials.

We will not pay more than the limit shown in the **schedule of insurance** for any one claim.

Credit cards

We will pay for financial loss after unauthorised use of **credit cards**.

But not:

- a) unauthorised use by any **member of your family**;
- b) loss where **you** have not kept to the conditions the **credit card** was issued under; or
- c) losses not reported to the police and the **credit card** provider within 24 hours of being discovered.

New acquisitions

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay up to 25% of the **contents** sum insured for the category that the newly acquired item would be insured under for loss or damage to the newly acquired item of **contents** provided **you** advise **us** within 60 days from the date of purchase and **you** pay the full additional premium required by **us** from the date acquired.

We reserve the right, at **our** discretion, not to insure the newly acquired contents after the 60th day.

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay up to 15% of the **buildings** sum insured; or up to £150,000, whichever is the lowest for loss or damage to fixtures and fittings, fitted furniture and appliances whilst kept in **your home** before being installed.

Wedding gifts and religious festivals

Where **contents** cover is provided on **your schedule of insurance**, during the 30 days before and 30 days after the wedding day of **you** or any of **your** children who permanently live with **you**, **we** will cover the wedding gifts whilst in **your home**, in the building where the reception is being held, in the married couple's home or being transported between these places.

The **contents** sum insured is automatically increased by 25% during the period 30 days before and 30 days after a religious festival that **you** or a **family member** celebrate to cover newly acquired items owned by **you** in connection with the festival.

Oil or metered water

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay **you** for the loss of metered oil or water from a fixed domestic water or heating installation but not when **your home is unoccupied**. The maximum amount **we** will pay for any one claim is Amend limit to £100,000.

Preventative measures

We will pay costs of up to £2,500 which **you** incur with **our** prior agreement in taking measures to avoid or mitigate a covered loss provided that the terms and conditions of this section will apply as if loss or damage had occurred.



Relatives in care

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay up to £10,000 for a covered loss to belongings owned by **your** parents or grandparents whilst in a nursing home or residential care home in which they are resident or staying as an inpatient. The maximum amount **we** will pay for one item is £2,500. **We** will not be liable for loss or damage to **money**.

Removal of nests

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay for the reasonable cost of removing the nests of mice, rats, grey squirrels, cockroaches, wasps, hornets from **your home** where **you** normally reside should the **home** become infested during the **period of insurance**.

The most **we** will pay is £5,000 during the **period of insurance**. No policy **excess** applies to this cover.

Security Upgrades

With our agreement **we** will pay up to £500 for **you** to upgrade your home security system including locks, windows, alarms or CCTV following a covered loss settled by **us** where **your home** was entered by force.

No policy **excess** applies to this cover.

Student possessions

Where **contents** cover is provided on your **schedule of insurance**, **we** will include **contents** belonging to a **family member** in full-time education in the United Kingdom whilst they are living and studying away from the **home**. **We** will pay for loss or damage up to a maximum amount of £10,000 for any one occurrence.

Temporary removal of fixtures and fittings

Where **buildings** cover is provided on **your schedule of insurance** **we** will pay up to £50,000 for the cost of the loss or damage to permanent fixtures and fittings of the **home** whilst removed to another building for repair, restoration, renovation or safekeeping for up to 60 days.

Tenant's improvements

As tenant or leaseholder, **we** will pay up to 10% of the sum insured for **contents** at any **home** listed in **your schedule of insurance** for additions, alterations, fixtures, improvements and installations **you** own, if a covered loss under **contents** occurs.

Title deeds

Where **contents** cover is provided on **your schedule of insurance**, **we** will pay for the reasonable cost of preparing new title deeds to **your home** after loss or damage to them whilst in the **home** or **your bank** safe deposit.

Trace and access

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay the cost of finding the source of the escape of water, oil or gas within the grounds of **your home** in the event oil, gas or water escapes from **your home** heating or water system. In addition, **we** will cover the cost of removing any part of **your home** necessary to repair **your** household heating or water system and any subsequent repairs including the source of the leak providing this is limited to a single valve, joint or pipe. **We** will not pay for any loss or damage to the heating or water system itself and **we** will pay no more than £15,000 for any one claim.

Trespass protection

Where **buildings** cover is provided on **your schedule of insurance**, **we** will pay the reasonable costs to restore the land within the grounds of **your home** following an unlawful trespass, to its pre-trespass condition. The maximum amount **we** will pay for one occurrence is £10,000.

SECTION A

Your buildings and contents (cont)

7. Exclusions to buildings and contents

The following exclusions apply to the buildings and contents sections of your policy. Please also refer to the General exclusions (page 7), and General conditions (page 9).

What is not covered:

Animals, birds and fish

We do not cover any loss or damage to animals, birds or fish unless agreed by us in writing.

Business property

We do not cover **contents** owned by **you** that are held or used for any profession, business or employment, other than the cover **we** give **you** in the **business property** section under section A.4 limits of liability.

Damage by pets

We do not cover any loss or damage caused by chewing, scratching, fouling, vomiting (except in the case of illness) or denting by your pets.

Bicycles

We do not cover any loss or damage to bicycles left unattended away from the **home**, **outbuildings** or **your** garden unless locked to a fixed structure or in a locked building.

Erosion

We do not cover loss or damage from river or coastal erosion.

Ground water damage

We do not cover any loss or damage caused by water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, pathway, driveway, foundation, swimming pool or other structure.

Lottery tickets

We do not cover any loss or damage to lottery tickets or winnings.

Motorised vehicles, aircraft and caravans

We do not cover any loss or damage to **motor vehicles**, **aircraft** or caravans including their equipment, vehicle parts and accessories or any electronic devices designed to be operated solely by power from the electrical system of that vehicle.

This exclusion does not apply to **motor vehicles** that are not subject to **motor vehicle** registration and which are:

- used to service any **home you** own or live at;
- designed to assist the handicapped; or
- designed for recreational use off public roads and less than 51cc.

For such vehicles that are not subject to **motor vehicle** registration, the maximum amount **we** will pay is £10,000 unless stated on **your schedule of insurance**.

Property let to Paying Guests, Tenants or Foreign Students

If **you** let **your home** or any part of it to paying guests, tenants or foreign students **we** do not cover:

- a) Any loss or damage caused deliberately by the paying guests, tenants or foreign students.
- b) Theft or attempted theft from the **home** unless force and violence are used to enter and/or leave the building.

Removal of nests

We do not cover infestation in any communal areas.



Structural movement

We do not cover any loss or damage caused to **your home** by bulging, expansion, shrinking or settling, including resultant cracking, of foundation, floors, walls, patios, pavements, ceilings or roofs unless caused by subsidence, heave or landslip.

We do not cover loss or damage to or resulting from the movement of solid floor slabs unless the foundations beneath the outside walls of **your home** are damaged at the same time by the same cause.

We do not cover loss or damage to trees, shrubs, plants or lawns as a result of the ground sinking unless **your home** is damaged at the same time and by the same cause.

Subsidence, heave and landslip

We do not cover any loss or damage to land, patios, tennis courts, swimming pools, terraces, pavements, footpaths, driveways, bridges, walls, domestic fixed fuel tanks, fences or gates caused by subsidence, heave and landslip unless **your home** is damaged at the same time by the same cause.

Unattended vehicles

We do not cover loss or damage to **contents** caused by theft from, in or on an unattended **motor vehicle** unless the windows are closed and all the doors and luggage compartments are locked and the items are hidden from view in a locked luggage compartment. The maximum **we** will pay for a claim under all sections of this policy is £10,000 for any one **occurrence**.

Unattended baggage

We do not cover loss or damage over £5,000 of or from any one bag or piece of luggage away from the **your home** and not in **your** custody.

Unfurnished homes

We do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unfurnished**, unless agreed by **us** in writing.

We do not cover loss or damage caused by theft, attempted theft, malicious damage or vandalism when **your home** is **unfurnished** unless agreed by **us** in writing.

Unoccupied homes

We do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unoccupied**, unless the heating is maintained at a minimum of 10 degrees centigrade in the **home** or the water is shut off and drained from the system or appliance.

Watercraft

Any **watercraft** other than those described under section A.4
Limits of liability.

Wind, storm and flood

We do not cover loss or damage to fences, hedges, gates, piers, wharves or docks within the grounds of **your home** caused by wind, storm, flood or weight of snow unless the **home** is damaged at the same time by the same cause. However, **we** do cover loss or damage to any fence, gate, bulkhead, bridge, pier, wharf, or dock within the grounds of the **home** caused by falling trees, telegraph poles and lampposts.

SECTION B

Valuables

1. Basis of cover

This section of **your** policy covers you against all risks of direct physical loss or damage to **valuables** at **your home** and while temporarily removed anywhere in the world for up to 60 consecutive days in any **period of insurance** unless otherwise stated in the policy or an exclusion applies.

All items with a value higher than the single item limit stated in **your schedule of insurance** must be specified under the policy.

2. How we will settle your claim

Payment for specified items (as listed in **your schedule of insurance**) and unspecified items:

Total loss of specified items

For a covered loss to a **valuable** listed in **your schedule of insurance**, **we** will pay the amount required to replace the **valuable** if it is lost or damaged beyond repair. **We** will decide whether to replace the item, or to make a cash settlement. The most **we** will pay in total is the value specified on **your schedule of insurance**.

In the event of a total loss to a **valuable** listed in **your schedule of insurance**, no premium refund shall apply in respect of that specified article. If the lost or damaged article is replaced in the **schedule of insurance** by an additional valuable, an additional premium will be charged on a pro-rata basis.

Partial loss of specified items

If only part of a **valuable** listed in **your schedule of insurance** is lost or damaged, **we** will pay either the amount to restore the **valuable** to its condition immediately before the loss or to make up the difference between its **market value** before and after the loss. If after the restoration the market value of the **valuable** is less than its **market value** immediately before the loss, **we** shall pay the difference. In no event shall payment exceed the sum insured for that **valuable**.

Unspecified items

We will pay the amount required to replace or repair the **valuable**, whichever is less, without deduction or depreciation, for a covered loss to **valuables** not specified on **your schedule of insurance**. If after the restoration the **market value** of the **valuable** is less than its **market value** immediately before the loss, **we** will pay the difference. **We** will not pay more than the single article limit as shown in **your schedule of insurance**.

Inflation Protection

If **you** have any unspecified **valuables** we will index link the amount shown on **your schedule of insurance**. **We** will use the retail price index or another appropriate index. **We** do not apply index linking to our standard policy limits.

We will not make a charge for any inflation protection during the **period of insurance**, but each time **your** policy is renewed, **we** will re-calculate the premium on the adjusted sum insured.

3. Pairs, sets or parts

For a covered loss to a pair or set of **valuables**, **we** will pay whichever is less:

- a) repair or replace any part to restore the pair or set to its pre-loss condition. If as a result of the repair or replacement there is a loss in value, **we** will pay the difference between the **market value** before the loss and after the loss; or
- b) pay the sum insured if specified on your schedule of insurance, or the market value if unspecified, for the entire pair or set when **you** surrender to **us** the undamaged item(s) of the pair or set.

In no event shall payment exceed the sum insured for that pair or set or the unspecified single item limit as shown in **your schedule of insurance**.

4. Policy excess

How your excess applies:

The **excess** shown on **your schedule of insurance** is the amount of a covered loss **you** will be required to pay for each **occurrence**. Any **excess** applicable to each category will be shown on **your schedule of insurance**.



5. Additional benefits

These covers are provided in addition to the sum insured shown on **your schedule of insurance** unless otherwise stated. **Your excess** applies to these covers unless otherwise stated.

Market appreciation

If, at the time of loss, the **market value** of a specified item has increased beyond the sum insured on your **schedule of insurance**, **we** will pay up to 150% of the specified amount for that item.

We will only pay this provided **you** have had, and can submit to **us**, a valuation carried out on this item within the last two years. The value on **your schedule of insurance** at the time of the loss must reflect this valuation and the valuation must be from a professional valuer who is acceptable to **us**.

Your valuable sum insured has to be increased from the date of the validation or valuation and the full additional premium paid for this cover to operate.

If only part of the specified item is lost or damaged, **we** will pay either the full amount to restore the item to its condition immediately prior to the loss or to make up the difference between its **market value** before and after the loss. If after restoration, the actual value of the item is less than its **market value** before and after the loss, we will pay the difference. The maximum amount **we** will pay is 150% of the specified amount for that item.

New acquisitions

We will pay for loss or damage to **your** newly acquired **valuables** up to 25% of the category that the newly acquired item would be insured under provided **you** advise **us** within 60 days from the date of purchase and you pay the full additional premium from the date acquired. **We** reserve the right, at **our** discretion, not to insure the newly acquired valuables after the 60th day.

Jewellery in a bank or safety deposit

We will pay for loss or damage to the **jewellery** noted as in a bank or **safety** deposit on **your schedule of insurance**, whilst in or temporarily removed from the bank or safety deposit for a maximum of 30 days in any **period of insurance**. The most **we** will pay is £25,000 for any one claim.

6. Exclusions to valuables

The following exclusions apply to the **valuables** section of **your** policy. Please also refer to the General exclusions (page 7) and General conditions (page 9).

What is not covered:

Business property

We do not cover **valuables** owned by **you** that are held or used for any profession, business or employment, other than the cover **we** give **you** for **business property**.

Collectibles

We do not cover any loss or damage to **collectibles** caused by fading, creasing, scratching, tearing, thinning, colour transfer, **mould**, water vapour, rust, rot, dampness or temperatures extremes.

Any loss or damage to **collectibles** caused by them being worked on or handled.

The disappearance of an individual stamp that is insured as part of a collection of stamps unless it is mounted in a volume and the page is also lost.

Damage by pets

We do not cover loss or damage caused by chewing, scratching, fouling, vomiting or denting by **your** pets.

Unattended Baggage

We do not cover loss or damage over £5,000 of or from any one bag or piece of luggage away from the **home** that **you** are not personally looking after.

Unattended vehicles

We do not cover loss or damage to **valuables** caused by theft from, in or on an unattended **motor vehicle** unless the windows are closed and all the doors and luggage compartments are locked and the items are hidden from view in a locked luggage compartment. The maximum **we** will pay for a claim under all sections of this policy is £10,000 for any one **occurrence**.

Unfurnished homes

We do not cover loss or damage to **your valuables** caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unfurnished**, unless agreed by **us** in writing.

We do not cover loss or damage to **your valuables** caused by theft, attempted theft, malicious damage or vandalism when **your home** is **unfurnished** unless agreed by **us** in writing.

Unoccupied homes

We do not cover loss or damage caused by the escape of water from fixed tanks, apparatus or pipes nor damage caused to them by freezing or forcible and violent bursting if **your home** is **unoccupied**, undergoing renovation or being constructed unless the heating is maintained at a minimum of 10 degrees centigrade in the **home** or the water is shut off and drained from the system or appliance.

SECTION C

Liabilities

1. Basis of cover

Your legal liability to pay **damages**, claimants costs and expenses for:

- accidental **bodily injury** or illness; or
- accidental loss of property or **property damage**;

occurring during the **period of insurance** and incurred by **you** in a personal capacity anywhere in the United Kingdom or during a temporary visit elsewhere in the world.

There is no **excess** applicable to any claim under the **your** liabilities section.

2. How we will settle your claim

Liability limit

The liability covers apply separately to each of **you** against whom a claim is made or a lawsuit is brought but in the end **we** will not pay more than the liability limits, regardless of how many claims, homes or people are involved in the **occurrence**.

Defence cover

We will pay legal defence costs and legal expenses **you** incur with **our** prior written consent. In jurisdictions where **we** may be prevented from defending **you** for a covered loss, **we** will pay only those legal defence expenses incurred with our written consent for **your** defence.

Our duty to defend any claim or suit arising out of a single **occurrence** ends when the amount **we** have paid in damages for that **occurrence** equals the liability shown against each benefit. Payments made as defence cover, except a settlement payment, are in addition to the maximum amount **we** will pay for any one claim.

Where **buildings** cover is provided on **your schedule of insurance** for the relevant **home**, **we** will provide you with the following benefits:

Property owner's liability

For **you** as the owner but not as occupier of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence** is £5,000,000.

In the event of **your** death **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured under this section.

Defective premises liability

We will pay damages that **you** are legally liable to pay under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any private **home** which **you** previously owned or occupied and for which no other insurance covers the liability.

If **you** cancel this section of the policy, the cover provided will continue for a period of seven years in respect of any **home** insured by this section before cancellation, provided no other policy covers this liability.

The maximum amount **we** will pay for any one claim or claims arising from the one occurrence is £5,000,000.

Where **contents** cover is provided on **your schedule of insurance** for the relevant **home**, **we** will provide **you** with the following benefits:

Occupier's and personal liability

For **you** as the occupier but not as owner of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one **occurrence**, is £5,000,000.

In the event of **your** death **we** will indemnify **your** personal representatives against any liability incurred by **you** and insured under this section.

Tenant's liability

As tenant of the **home**, the maximum amount **we** will pay for any one claim, or claims arising from the one occurrence, is £2,000,000. Under this benefit, **we** will pay damages that **you** become legally liable to pay as tenant following loss or damage to:

- the **home** and landlord's fixtures and fittings;
- accidental breakage of glass and sanitary-ware forming part of the **home**;
- accidental damage to cables and underground pipes providing services to or from the **home**, septic tanks, cess pits and drain inspection covers.



3. Additional benefits

Credit cards, forgery and counterfeiting

We will pay up to £25,000 for any amount **you** are legally obligated to pay resulting from:

- the theft, or loss of a bank card or **credit card** issued in **your** or a **family members'** name provided the terms and conditions under which the **credit card** was issued have been followed;
- loss caused by forgery or alteration of any cheque or negotiable document; or
- loss caused by accepting in good faith any counterfeit paper currency.

At **our** option, **we** may defend a claim or suit against **you** or a **family member** for forgery, counterfeiting or for loss of theft of a bank card or **credit card**. These payments are in addition to any other insurance cover in force and are in addition to damages and legal costs.

Directors' or officers' liability

We will pay damages up to £5,000,000 for which **you** are legally liable arising out of any voluntary work as a director or officer for an organised charity registered in the UK.

Domestic staff liability

We will pay damages up to £10,000,000 for which **you** are legally liable resulting in bodily injury or damage to property of any domestic staff. The **occurrence** must arise from the work the person is employed to do for **you**, as a member of **your domestic staff** or in **incidental business** they do for **you** anywhere within the UK or while travelling with **you** on temporary visits overseas.

4. Liability conditions

These liability conditions, as well as the General conditions on page 9, apply to the Liability section of **your** policy.

Duties after a loss

If an **occurrence** which may be covered by the liabilities section arises, **you** must perform the following duties for cover to apply:

- notify **us** or, in the event of **you** suspecting any potential loss under the **credit card** forgery and counterfeiting section, any credit card, bank card or other card issuing company as well, immediately.
- **you** must notify **us** of any potential claim under the directors or officers liability section within ninety days of the commencement of the event giving rise to the claim.
- provide **us** with all available information including records and documentation that may help **us** in preparing a defence.
- co-operate with **us** fully in any legal defence by helping **us** to make settlement; to enforce any right of contribution or indemnity against any person or organisation who may be liable to **you**; to attend hearings and any trials; and to secure and provide evidence and obtain the attendance of witnesses.

SECTION C

Liabilities (cont)

5. Exclusions to liability

Please also refer to the General policy exclusions on page 7, the General policy conditions on page 9 and the Liability conditions on page 24.

What is not covered:

This policy does not provide cover for liability, defence costs or any other cost or expense for:

Aircraft

We do not cover **personal injury** or **property damage** arising out of the ownership, maintenance, possession, loading, unloading or use of any **aircraft**.

Business activities

We do not cover **personal injury** or **property damage** arising out of a **business** activity or any activity intended to generate a profit carried out by **you**. However, this exclusion does not apply to any voluntary work nor does it apply to **incidental business** activities unless another exclusion applies. We do cover **personal injury** or **property damages** arising out of a **home we** insure for **you** being let out, as long as **you** have informed **us** prior to the loss.

Care, custody and control

We do not cover **property damage** to property owned by, or in the custody, care or control of **you**.

Caravans

We do not cover **bodily injury** or **property damages** arising out of the ownership, possession or use of any caravan.

Communicable disease

We do not cover **bodily injury** arising directly or indirectly from any illness, sickness or disease transmitted intentionally or unintentionally by **you** to anyone. We do not cover and will not pay any **damages** for any threat or exposure or any consequences arising from that illness, sickness or disease.

Contractual liability

We do not cover **bodily injury** or **property damage** arising from contracts or agreements, whether written or unwritten, which imposes a liability which would not have existed without the contract of agreement.

Dangerous dogs

We do not cover any loss or damage which **you** may be held liable for in relation to a dog defined as 'dangerous' under the Dangerous Dogs Act 1991 or specified in the Dangerous Dogs (Northern Ireland) Order 1991 and any amending legislation.

Defective premises liability

We do not cover:

- a) building work at any **home** not in the UK;
- b) injury or damage occurring before disposal of the **home**;
- c) liability to:
 - i) put right defective work
 - ii) for which **you** are otherwise insured
 - iii) assumed under contract or agreement which would not otherwise attach.

Discrimination

We do not cover **bodily injury** arising out of actual, alleged or threatened discrimination or harassment due to age, sex, race, creed, national origin, handicapped status, sexual preference or any other discrimination.

Domestic staff liability

We do not cover any damages **you** are legally liable to pay to any **domestic staff** following any judgement or award given or made outside the courts of a member of the European Union.



Insured persons

We do not cover **bodily injury** to **you** or **your family members** under this policy.

Intentional acts

We do not cover **property damage** or **bodily injury** resulting from any criminal, intentional, wilful or malicious act or omission by **you**.

We also will not cover claims for acts or omissions of **you** which are intended to result in, or would be expected by a reasonable person, to cause **property damage** or **bodily injury**. This exclusion applies even in the event the injury or damage is of a different kind of degree or is sustained by a different person than expected or intended but does not apply to **bodily injury** if **you** or a **family member** acted with reasonable force to protect any person or property.

Libel, slander or defamation

We do not cover any **damages** arising from libel, slander or defamation.

Motorised land vehicles

We do not cover **bodily injury** or **property damage** arising from the ownership, maintenance, use, operation, loading or unloading of any **motor vehicles**, including their equipment, vehicle parts and accessories.

This exclusion does not apply to:

- golf buggies or carts;
- toys, quad bikes or motorcycles with an engine size less than 51cc used within the grounds of the **home**;
- garden equipment used for domestic purposes within the boundaries of the **home**;
- vehicles used to assist a disabled person that does not require registration for the road.

Professional services

We do not cover **personal injury** or **property damage** arising out of **you** or a **family member** performing or failure to perform professional services for which **you** or a **family member** is legally responsible or licensed.

Property in your care

We do not cover **property damage** to property belonging to, or held in trust by, or in the custody or control of **you**, any **family member** or **domestic staff**.

Punitive damages

We do not cover **your** liability for punitive fines, penalties or damages.

Unlicensed firearms

We do not cover **bodily injury** or **property damage** arising from the ownership, possession or use of any unlicensed firearm.

Watercraft

We do not cover **bodily injury** or **property damage** arising from the ownership, maintenance, use, operation, loading or unloading of any **watercraft** apart from sailboards, surfboards, windsurfers or those solely propelled by oars or paddles which are hand or foot operated.

Wind powered land vehicles

We do not cover **bodily injury** or **property damage** arising out of the ownership, maintenance, use, operation, loading or unloading of any wind powered land vehicle.

SECTION D

Leisure and lifestyle protection

1. Basis of cover

The following additional benefits apply when the **contents** cover is shown on **your schedule of insurance**.

Sports club and private member's club membership fees cover

The definitions of the following words are in addition to, or may replace those shown on pages 3 to 5. In this section only, the words below will have the following meanings;

Accident – An event caused suddenly by external means, which results in **bodily injury**, which is not expected and not deliberate. Excluding accident as a result of:

- a) any professional sport or activity;
- b) active service in any armed force;
- c) alcohol or drugs taken by **you** (apart from drugs taken under medical supervision, but not for treating drug addiction);
- d) racing of any kind;
- e) scuba diving, white-water rafting, hang-gliding, paragliding, parasailing, parachuting, sky-diving, parascending, ballooning, mountaineering, rock climbing, pot-holing, caving, bungee jumping and any similar activities;
- f) flying (unless travelling as a fare-paying passenger).

Bodily Injury – Injury caused by accidental means which, within twenty-four hours of the **accident**, results solely in **you** being unable to play the sport **you** normally play. But not:

- a) sickness;
- b) disease;
- c) naturally occurring condition; or
- d) any medical disorder.

Sports club – Membership of a gymnasium or club where **you** have paid a fee to actively participate in a sport.

Private member's club – Membership of a club where **you** have paid a fee to join and which is part of The Association of London Clubs.

How we will settle your claim

For any one claim, **we** will decide to either:

- a) pay any benefit due at the end of the period of disablement; or
- b) pay any benefit due at the end of one year's membership.

It is a condition of cover that **you** must submit written advice from **your** doctor confirming the period **you** were disabled and that **you** were totally unable to play the sport to which the membership fees relate to.

You must provide written evidence that **your** membership fees have been paid.

Membership fees

We will pay an amount equal to 1/30th of the monthly **sports club** or **private member's club** membership fee (or 1/365th of the annual fee) for each day of disablement if **you** are unable to use any of the facilities for which **you** have paid a membership fee as a result of an **accident** occurring during the **period of insurance**.

The most **we** will pay for any one **sports club** or **private member's club** membership is £1,000 or one year's membership fee, whichever is the lesser amount.

Golf cover

We provide cover for the following additional expenses **you** incur whilst playing golf or participating in activities at a golf club anywhere in the world unless otherwise stated or an exclusion applies:

- any property damage to another person's property caused by you playing golf, irrespective of legal liability. The most **we** will pay is £5,000,000 for any one claim.
- **we** will pay up to £500 in the **event** of **you** achieving a hole in one during an official competition round. This amount is increased to £750 if **you** achieve a hole in one whilst playing in an official competition away from **your** designated club. The score card and certificate from **your** club or competition secretary where the hole in one took place must be submitted in the **event** of a claim and evidence of **your** club membership (handicap certificate) provided if required by **us**.

In the **event** of payment for a hole in one becoming due, **we** will offer to make the payment towards a charity of **your** choice rather than directly to **you**, at **your** discretion.



2. Exclusions to leisure and lifestyle

The following exclusions apply to the Leisure and lifestyle section of **your** policy.

Please also refer to the General exclusions (page 7), General conditions (page 9).

What is not covered:

We will not pay for any loss or damage caused by a civil authority.

We will not be liable for **sports club** or **private member's club** membership fees:

- for the first 21 days of disablement;
- if **you** cancel **your** subscription;
- if **you** are over the age of 75 years; or
- refunded by or not required to be paid to **your** club or establishment.

SECTION E

Legal expenses

This cover automatically applies to **your** policy and will appear on **your schedule of insurance**.

Cover provided

We will pay for the following.

1. Costs in the event of the following:

- a) Personal injury – death or **bodily injury** to **you**.
- b) Contract dispute – a dispute arising out of an agreement **you** have for:
 - buying or hiring goods or services;
 - selling goods; or
 - buying or selling **your home**.
- c) Property protection – a dispute arising out of **you** owning or living in **your home**
- d) Squatters – the unlawful occupation of **your home** by squatters:
 - **costs** for evicting squatters from **your home**; and
 - the cost of reasonable alternative accommodation for **you, your family members** and **your** domestic pets while **your home** is occupied by squatters. The most **we** will pay for alternative accommodation is £20,000.
- e) Employment – a dispute arising out of **your** employment or prospective employment.
- f) Tax protection – a **full enquiry** by HM Revenue & Customs, if the enquiry resulted from **your** work as an employee.
- g) Education – a dispute with a Local Education Authority (LEA) regarding a decision made about **your** child's education:
 - school admission appeals panel – **we** will represent **you** in an appeal, following the non admittance of **your** child by a school, arranged under Section 94 of the School Standards and Framework Act 1998 as amended by Section 50 and 51 of the Education Act 2002;
 - first tier tribunal – Special Educational Needs and Disability (SEND) – **we** will represent **you** at an appeal to SEND against a decision made by a Local Education Authority (LEA) regarding **your** child's education.
- h) Inheritance dispute – a dispute over something left to **you** in a will.
- i) Legal defence – **your** work as an employee which leads to:
 - **you** being prosecuted in a magistrates' or crown court;
 - civil action being taken against **you** for unlawful discrimination because of someone's sex, race, disability, religious belief or political opinion; or
 - civil action being taken against **you** in **your** work as data controller under section 13 of the Data Protection Act 1998.
- j) Motoring prosecution – **You** being prosecuted for an offence under road traffic laws to do with using or driving a **motor vehicle**. **You** must send us a copy of **your** summons within 28 days of receiving it.

2. Detention while abroad

We will pay up to £250 for the first consultation that **you** arrange with a local solicitor if **you** are arrested or held by authorities while **you** are abroad.

3. Salary while you attend jury service

We will pay **your** salary or wages for each half or whole day **you** attend jury service if **you** cannot claim them back from the court or from **your** employer.

The most **we** will pay under 1 and 3 above will be £100,000 for any claim or claims arising from any one incident.

Subject to the exceptions and conditions of this section of the policy, **we** agree to provide this cover if:

- the incident happens within the **territorial limits** and after cover started;
- any legal proceedings are carried out by a **court** **we** agree to within the **territorial limits**; and
- **we** and **your solicitor** agree that it is more likely than not that **you** will be successful with **your** claim for damages or other legal remedy **we** agree to or that **you** will make a successful defence.



General exclusions which apply to Family Legal Protection cover

(See also General exclusions on page 7)

You are not covered for any claim arising from or relating to:

1. **Costs** that relate to a period before **we** have accepted **your** claim in writing;
2. Action against another person who is insured by this policy.
3. Fines, penalties, compensation or damages which **you** are ordered to pay by a **court**.
4. Disputes between **you** and someone **you** live with or have lived with.
5. A judicial review.
6. Disputes with **us** about this section of the policy, other than as shown in General condition 5 on page 31.
7. Incidents which begin before cover starts.
8. **Costs** if **you** stop or settle a claim, or withdraw instructions from the **solicitor**, without good reason. If this applies, **you** will then have to refund any **costs** paid by **us** during **your** claim.
9. Loss or damage that is insured under another section of this policy or any other insurance policy.

General exclusions 1, 2, 4, 5, 7, 12, 15, 18 and 19 on page 7 and 8 apply to this section E.

Specific exclusions which apply to Family Legal Protection cover

You are not covered for any claim arising from or relating to:

Personal injury

- illness or injury which develops gradually or is not caused by a specific or sudden accident;
- psychological injury or mental illness unless it results from a specific or sudden accident that has caused physical **bodily injury** to **you**;
- defending **your** legal rights in claims against **you**.

Contract dispute

- advice, specification, design, construction, conversion or extension on any land or relating to any buildings where the contract value exceeds £25,000 (including VAT);
- a contract **you** have entered into in connection with a profession, business or trade, other than as provided for under Employment – see page 29;

- loans, mortgages, pensions, investments or borrowing;
- any building or land other than **your home**.

Property protection

- any building or land other than **your home**.

Employment

- defending **your** legal rights in claims against **you**;
- grievance procedures or disciplinary hearings within the company **you** work.

Education

- any appeal regarding **your** child's exclusion from a school, unless the appeal can be heard at SEND;
- upper Tribunal Appeals, unless **we** dealt with the original SEND appeal;
- upper Tribunal Appeals reported more than 14 days after the original SEND decision was received by **you**.

Inheritance dispute

- the administration of the estate;
- any allegation of fraud, dishonesty, undue influence or duress in the execution of the will;
- the negligent drafting of a will;
- any dispute **you** have with another beneficiary regarding the administration or disposal of any property left to **you** in a will.

Motoring prosecution

- **you** driving a **motor vehicle** for which **you** do not have valid motor insurance;
- parking or obstruction offences;
- prosecutions resulting from drink or drug related offences.

General conditions which apply to Family Legal Protection cover

(See also General conditions on page 9)

If **you** do not keep to these conditions, **we** may:

- cancel this section;
- refuse or withdraw from any claim;
- claim back from **you costs** paid by **us** during **your** claim; or
- do all of the above.

SECTION E

Legal expenses (cont)

1. You must do the following:

- Send **us** full details of **your** claim in writing as soon as possible and in any event no later than 180 days after the date **you** knew about or should have known about the incident giving rise to the claim. For Motoring Prosecution offences, **you** must send **us** a copy of **your** summons within 28 days of receiving it.
- Send **us** any other information that **we** ask for. (**You** must pay any costs involved in providing this information.)
- If **we** ask, **you** must tell the **solicitor** to give **us** any documents, information or advice that they have or know about.
- Fully co-operate with the **solicitor** and **us**, and not take any action that has not been agreed by **your solicitor** or by **us**.
- Keep **us** up to date with the progress of **your** claim.
- Tell **us** if the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** instructions.
- Tell **us** if anyone makes a payment into **court** or offers to settle **your** claim.
- Tell **your solicitor** to claim back all **costs** that **you** are entitled to and pay to **us** all **costs** paid by **us** during **your** claim.
- Get **our** agreement to stop, settle, negotiate or withdraw from a claim.

2. Appointing a Solicitor

- **We** have chosen a panel of law firms to provide legal services. While **you** are responsible for any legal **costs** they charge, **your** policy will cover them as long as **you** keep to the policy conditions.
- If **we** accept **your** claim **we**, or a **solicitor we** choose, will try to settle the matter without having to go to **court**.
- If it is necessary to take **your** claim to **court**, or if there is a conflict of interests, **you** can choose the **solicitor** to act for **you**. Any **solicitor you** choose will be appointed to act for **you** in line with **our** standard terms of appointment. (**You** can ask **us** for a copy.)
- **You** must not enter into any agreement relating to charges with the **solicitor** without getting **our** permission first.
- If a **solicitor** refuses to continue acting for **you** with good reason, or if **you** dismiss them without good reason, **your** cover will end immediately unless **we** agree to appoint another **solicitor**.

3. You must tell your solicitor to do the following:

- Get **our** written permission before instructing a barrister or an expert witness.
- Tell **us** immediately if it is no longer more likely than not that **you** will be successful with **your** claim.

4. We can do the following:

- Contact the **solicitor** at any time, and he or she must co-operate fully with **us** at all times.
- Decide to settle **your** claim by paying **you** the compensation **you** are likely to be awarded by a **court** instead of starting or continuing **your** claim or legal proceedings. If **your** claim is not for damages, **we** may decide to settle **your** claim by paying **you** the equivalent financial value of **your** claim.
- Refuse to pay further **costs** if **you** do not accept an offer or payment into **court** to settle a claim which **we** or **your solicitor** considers should be accepted.
- Refuse to pay further **costs** if it is no longer more likely than not that **you** will be successful with **your** claim.

5. Disputes

You may refer any disagreement between **you** and **us** to the Financial Ombudsman Service, which is a service offered to **you** free of charge. (See page 37 for details of **our** complaints procedure.)

You also have the right to refer any disagreement between **you** and **us** to arbitration (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree on. If we cannot agree, the arbitrator will be chosen by the President of the Law Society (or other similar organisation) for that part of the **territorial limits** whose law governs this section of the policy. **We** and **you** must keep to the arbitrator's decision. Whoever loses the arbitration will pay for all the costs and expenses of the arbitration.

General conditions 1, 2, 3, 12, 13, 15, and 26 on pages 9 to 10 do not apply to section E.

SECTION F

Home emergency



The following definitions apply to this section and are in addition to or may replace those shown on pages 3 to 5 of the policy.

In this Home Emergency section only, the words below will have the following meanings.

Authorised repairer – A person, company or organisation appointed by **us** to temporarily or permanently put right, an emergency, carry out emergency repairs or prevent further damage where possible.

Beyond economic repair – When the cost of repairing the boiler or appliance is more than the cost of replacing it. If **we** decide **your** boiler is beyond economic repair, **we** will pay an amount towards the cost of a new one in line with the scale shown below:

Age of Boiler	Amount we will pay
1-5 years	£250
6-10 years	£100

Call out – Sending out an authorised repairer after **you** ask for emergency assistance, even if **you** then cancel **your** request.

Electrical supply – The permanent electrical system supplying power to wall sockets, switches, bulb sockets and fuse boxes which are inside **your home** and beyond the electric meter.

Emergency – An incident in the **home** that happens during the **period of insurance**, and, which if not dealt with quickly will:

- a) make the **home** unsafe or insecure for **you**;
- b) cause damage to the **home** and its **contents**; or
- c) result in the **home** losing its main source of heating, lighting or water (hot or cold).

Emergency assistance – Work carried out by an authorised repairer to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage.

But not

Permanently putting right paths and driveways that need to be removed or replaced in order to deal with the emergency.

Geographical limits – The United Kingdom including the Isle of Wight, Isle of Man, Northern Ireland and the Channel Islands but not the Scilly Isles, or the Scottish Islands.

Home – The private home at the address shown in the schedule, together with integral (built in) or attached garages used for domestic purposes.

But not

Detached garages and outbuildings.

Internal plumbing and drainage – The fixed sanitary fittings, hot or cold water supply and storage and drainage systems which **you** are responsible for and that are within the **home**.

Main source of heating – The main hot water or central heating system in **your home** including:

- a) one domestic boiler;
- b) any controls forming part of the boiler; and
- c) the programmer, central heating pump, hot water cylinder, room thermostat and radiators.

But not

- a) any form of underfloor heating, solar heating system or warm air heating systems;
- b) non-domestic boiler and associated system;
- c) any boiler with an output of over 60kW;
- d) any boiler over 10 years old;
- e) any secondary or other boiler.

Period of insurance – The period **you** are insured for, as shown in **your** schedule of insurance.

Permanent repair – Repairs or work needed to put the emergency right.

Pests

- a) wasps' nests
- b) hornets' nests
- c) mice
- d) rats
- e) grey squirrels.

Temporary repair – Repairs or work that may be needed to put an emergency right but which may need to be replaced by a permanent repair.

Security – The locks to doors and windows on the outside of the **home**.

Underground external drainage – The drainage pipes and sewers within the **home**, together with those underground and outside the **home** which **you** have legal responsibility for, but only as far as the junction with the mains services.

But not

Cesspits, septic tanks, treatment plants and associated pipe work and equipment.

SECTION F

Home emergency (cont)

You/Your/Your's The person named as the policy holder in the schedule or any person authorised by **you** to be in the **home** at the time of the **emergency**.

Cover provided

If there is an **emergency** in **your home**, we will:

- a) tell **you** how to immediately protect yourself and the **home**;
- b) send an **authorised repairer** to **your home** or arrange an appointment for an **authorised repairer** to visit **your home** at an agreed time; and
- c) organise and pay the cost of providing **emergency assistance**, including the cost of the call-out, labour at the **home** and parts up to a total of £750 a call out including VAT for the areas detailed in this Home Emergency section.

If a major **emergency** could result in serious damage or danger **you** should immediately report it to the gas, electricity or water company, the local authority or the emergency services. If **you** ever smell gas or discover a leak, you should call Transco Gas Emergencies on **0800 111 999**.

1 Electrical Wiring

We will pay the cost of **emergency assistance** needed as the result of the permanent electrical supply in **your home** failing.

But not

Any electrical wiring that is not permanent, such as fairy lights, or is situated outside of the **home**, such as wiring to satellite dishes, aerials and so on.

2 Plumbing and Drainage

We will pay the cost of **emergency assistance** that is necessary as a result of an emergency to:

- a) internal plumbing and drainage; and
- b) underground external drainage.

But not:

- a) the costs of repairs to the underground water supply of **your home**;
- b) shared drainage facilities except within the boundary of **your home**;
- c) more than **your** share of the costs if the property is a flat or maisonette;
- d) after **your home** has been **unoccupied** for more than 60 days in a row.

3 Security

We will pay the costs of **emergency assistance** needed as a result of the locks in doors and windows on the outside of **your home** not working or being damaged.

But not:

- a) replacement locks as a result of the theft or loss of keys to the **home**;
- b) the repair or replacement of any intruder or alarm systems;
- c) damage to outside windows or glass in doors, unless it leaves the **home** unsafe or insecure;
- d) **emergency assistance** after **your home** has been **unoccupied** for more than 60 days in a row.



4 Heating

We will pay the cost of **emergency assistance** as a result of the main source of heating in the **home** failing.

But not:

- a) the cost of repairing a boiler which is more than 10 years old;
- b) the cost of repairing a boiler with a maximum output of more than 60kW;
- c) gas leaks from any pipes or gas fired appliances;
- d) the cost of repairing a boiler or appliance that is, in our opinion, beyond economical repair;
- e) the cost of replacing the central heating boiler, storage or panel heater or appliance;
- f) the cold water supply tank, its feed and outlet;
- g) any water supply from the hot water cylinder or gas appliance, to and including the taps;
- h) repairing or replacing radiators, although **we** will pay the cost to isolate (close the connection to) leaking radiators;
- i) clearing airlocks or bleeding radiators;
- j) removal of asbestos associated with repairing the appliance or system;
- k) **emergency assistance** after **your home** has been unoccupied for 60 days in a row.

5 Pests

We will pay for the cost of treatment needed because of **pests** in the **home** that cause an **emergency**.

But not:

- a) after **your home** has been **unoccupied** for more than 60 days in a row; or
- b) if **you** have failed to follow **our** recommendations on preventing and controlling **pests**.

6 Alternative Accommodation

We will pay for the arrangement and costs of overnight accommodation if the property becomes uninhabitable, up to £250, including VAT.

7 Alternative Heating Equipment

We will pay reasonable costs towards alternative heating equipment or a generator in the event of failure to the primary heating system or electricity supply that cannot be fixed within 12 hours of call-out.

SECTION F

Home emergency (cont)

General exclusions which apply to home emergency

We will not pay for the following:

1. The cost of providing **emergency assistance** to any **home** that is not within **geographical limits**.
2. The cost of any work which is carried out before **we** approve it or by anyone other than an **authorised repairer**.
3. Any items that need replacing as a result of normal use such as replacement light bulbs and fuses in plugs.
4. Any loss or damage caused by uninsurable risks (but not point c).
5. Any loss or damage deliberately caused by **you** or by anything **you** do not do.
6. Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, movement of the land your home is on (subsidence, heave or landslip), malicious damage, theft or attempted theft (except if the emergency relates to locks, doors and windows), structural repairs, alteration or demolition, faulty workmanship or the use of faulty materials.
7. Further loss or damage of any kind resulting from an **emergency**.
8. Any loss or damage arising outside the legal boundaries of the home, except as provided under the definition of **underground external drainage**.
9. Any loss or damage arising from public services to **your home** being interrupted or disconnected, or from the main electricity, water or gas supply system not working properly or breaking down or gas leaks.
10. Any system or equipment which has not been installed in line with the manufacturer's instructions, or has not been used properly, or altered properly, or which is faulty as a result of a manufacturer's or designer's fault.
11. Any loss or damage to any decoration, fixtures or fittings which are removed or replaced in the process of providing the **emergency assistance**.
12. Replacing the system or appliance if spare parts are not available after a reasonable search of stockists.

General conditions which apply to home emergency

1. Asking for emergency assistance

You must contact us immediately whenever an **emergency** arises that may result in a call out.

To ask for emergency assistance you must call the Helpline on 0800 533 5330 within 24 hours of discovering the emergency, and not contact a repairer yourself.

2. Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and to keep the **home**, its systems and appliances in a good state of repair.

3. Spare or replacement parts

Spare or replacement parts may not be from the original manufacturer and will not necessarily be a like-for-like replacement.

We cannot be held responsible for delay in supplying spare or replacement parts.

4. Pay on use

If an **emergency** that is not included under home emergency cover arises, where possible, **we** can arrange for an **authorised repairer** to call at **your home** but **you** will have to pay all costs involved and the contract for the services will be directly between **you** and the repairer. The use of this service is not considered to be a call out.

INFORMATION

Direct Line Insurance Privacy Notice



At Direct Line we are aware of the trust you place in us when you buy our products and our responsibility to protect your information.

This notice describes who we are, why we need to collect your information and how we will use it.

We will tell you who we share your information with and how we use it to improve the service we provide to our customers.

1 Privacy

Why we need your information

We will use your information to give you quotations, and manage your insurance policy, including underwriting and claims handling.

Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties.

We will only collect the information we need so that we can provide you with the service you expect from us.

From time to time we may need to change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. When we do so, you will have 60 days to object to the change but if we do not hear from you within that time you consent to that change.

Who we will share your information with

Direct Line insurance policies are underwritten by U K Insurance Limited (UKI). When you give us your information, it will be shared within the UKI owned brands. We will do that in order to provide you with the best possible products and service experience. For a full list of our brands please visit <http://www.directline.com/legal/security.htm>

During the course of our dealings with you we may need to disclose some of your information to other insurers, third party underwriters, reinsurers, credit reference and fraud prevention and law prevention agencies and other companies that provide service to us or you, to:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop our products, services, systems and relationships with you
- understand our customers' requirements
- rating and pricing.

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

- we have your permission
- we are required or permitted to do so by law
- we may transfer rights and obligations under this agreement.

Where we transfer your information

From time to time we may require services from suppliers that are based worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we make sure that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Sensitive Information

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

You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their agreement.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Credit Reference Agencies

UKI carries out a consumer search when any application for insurance is submitted. This is done using public data to evaluate insurance risks and no financial information is reviewed as part of this process. There is no visible credit footprint and after 12 months is automatically deleted.

INFORMATION

Important information (cont)

Keeping you informed

From time to time we may contact you with special offers or suggest products which may be of interest to you. If you would like not to receive any of these updates you can ask us to stop at any time. You can do that by simply calling our customers services department or by writing to the Data Protection Officer at Churchill Court, Westmoreland Road, Bromley BR1 1DP.

Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request. If you would like a copy of your information, please write to:

The Data Protection Officer, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

2 Fraud prevention and detection

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy.

To prevent and detect fraud we may at any time:

Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998

Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
- trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies; or
- check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity

Law enforcement agencies may access and use this information.

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

- Checking applications for, and managing credit and other facilities and recovering debt
- Checking insurance proposals and claims;
- Checking details of job applicants and employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries.

We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact us at, UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. The agencies may charge a fee.

Monitoring and recording calls

We may monitor and record phone calls to improve our service and to prevent and detect fraud.

How to complain

If you need to complain, please call us on **0800 533 5200**, or write to:

Select from Direct Line, Direct Line House, 8th Floor, 42 The Headrow, Leeds LS1 8HZ.

If we cannot sort out the differences between you and us, you can take the matter to the Financial Ombudsman Service (FOS). It is an independent organisation that operates according to the rules made by the Financial Conduct Authority.

Their address is: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Phone: **0300 123 9123** or **0800 023 4567**.

You can visit the FOS website at www.fos.org.uk The FOS will contact us for you.

The FOS will tell you its decision direct. Being referred to the FOS will not affect your legal rights.

If you are a business and for any reason your complaint falls outside of the jurisdiction of the FOS then we will still respond to your complaint but if we cannot sort out the differences between us you will not be able to refer the matter to FOS. However, this will not affect your legal rights.



Details about our regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**. Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the whole claim with no upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme www.fscs.org.uk

Your right to cancel

If this cover does not meet **your** needs, please return all **your** documents within 14 days of receiving them to Select from Direct Line, Direct Line House, 8th Floor, 42 The Headrow, Leeds LS1 8HZ. **We** will return any premium paid in full as long as no claims have been made on the policy during that time. If a claim has been made **you** will not be entitled to a refund. For cancellation after the first 14 days please refer to the General conditions section of the policy.

INFORMATION

Your Fixed Sum Credit Agreement

Your right to cancel your credit agreement

If you have chosen to pay by instalments, you may cancel your credit agreement within 14 days of receiving it. If you would like to cancel your credit agreement please call us on **0800 533 5200** or write to us at the address shown on your documents. If you cancel your Agreement you will need to arrange for payment of any outstanding policy premium.

You have the right to end the credit agreement at any time. If you wish to do so you should let us know. If you do this any outstanding balance of the policy premium must be settled in order for your insurance cover to continue under the policy.

Other important information about your credit agreement

If you decide to cancel your policy, your credit agreement will automatically be terminated; any refunds will be paid pro rata unless there is a claim, when the full premium will be due.

You must return your certificate of motor insurance, if applicable, within seven days of the cancellation date.

We may terminate your credit agreement if you fail to pay any instalment by the due date. For full details please see the terms of your Fixed Sum Credit Agreement.

It is possible that other taxes or costs not imposed by us may apply to this Agreement.

If you have a complaint about your credit agreement you should refer to the 'how to complain' section of this policy booklet.

English law applies to your Agreement and courts in England or Wales may deal with disputes in connection with this Agreement unless you live in Scotland where Scottish law will apply and Scottish courts may deal with disputes in connection with this Agreement. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

For more information
about any of the Select products
Call **0800 533 5200** or
visit **directline.com/select**

Select from Direct Line shall also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

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