

Home Insurance

All you need to know



Welcome to Direct Line

Dear Customer

Thank you for insuring your home with Direct Line insurance, which is underwritten by U K Insurance Limited. We are determined to provide you with outstanding customer service at all times and to make insuring with us as easy and trouble-free as possible.

This policy booklet provides all the details you need to know about your insurance policy. Please read this alongside your schedule and home proposal confirmation.

We hope that you will insure with us for many years to come.

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SUMMARY OF POLICY LIMITS

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

Section of Cover	Limit of Cover
Buildings (if selected)	
Service pipes and cables	Included
Alternative accommodation and rent	£25,000
Locks on outside doors	Included
Trace and access	£5,000
Selling your home	Included
Emergency entries – buildings	Included
Emergency entries – gardens	Included
Accidental Damage	Optional
Property Owner's Liability	£2,000,000
Contents (if selected)	
Valuables limit	30% of Contents sum insured
Valuables single item limit	£2,000
Accidental Damage	Optional
Alternative accommodation and storage	£15,000
Loss of oil or metered water	Included
Frozen food	Included
Theft from outbuildings	£2,500
Contents in the garden	£1,000
Money in the Home	£500
Student Belongings whilst at University/College	£5,000
Contents temporarily away from your Home	£5,000

Downloaded information	£1,000
Business equipment	£5,000
Guest's effects	£500
Special events increase	10% of Contents sum insured
Tenant's Liability	£5,000
Employer's Liability	£5,000,000
Occupier's and Personal Liability	£2,000,000
Personal Possessions	Optional with contents
Single item limit	£2,000
Bicycles (per bicycle)	£500
Family Legal Protection	Optional
Legal costs and expenses	£100,000
Home Emergency	Optional
Home emergency	£500

Policy Wording Document

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.

Important information

I) To make a home insurance claim Call 0845 246 8412

Follow these simple steps:

- Call us as soon as possible with your policy number; crime reference number (if relevant) and the estimate of damage or loss ready when you call
- 2. Speak to us before you make any arrangements for replacement or repair.

Help in an emergency

Call 0845 601 3004 (24 hours, 365 days)

This helpline is not available for properties located in the Isle of Man, the Channel Islands, the Isles of Scilly or the Scottish Islands.

For 24-hour legal advice and to make a Family Legal Protection claim call 0845 601 2945 (24 hours, 365 days).

Legal advice is only available if Family Legal Protection is shown on your schedule.

Customer Services
Call 0845 246 8585

2) How to complain

If you have a complaint, please call us on our priority number 0845 246 8585. If your complaint is about a claim, contact your claims handler, whose details will be shown on your claim documents. If you want to complain in writing please send your letter to one of the following:

- For complaints about claims, write to the Regional Customer Service Manager at the address shown in your claims documents.
- For all other complaints write to the Customer Relations Manager at Churchill Court, Westmoreland Road, Bromley, Kent BR I IDP.

Our staff will attempt to resolve **your** complaint immediately. If this is not possible, **we** promise to acknowledge your complaint within five business days of receipt. In the unlikely event that **your** complaint has not been resolved within four weeks of its receipt, **we** will write and let **you** know the reasons why and the further action **we** will take.

If we cannot resolve the differences between you and us, you may refer your complaint to the Financial Ombudsman Service (FOS).

Their address is: South Quay Plaza, 183 Marsh Wall, London E14 9SR

Telephone 0300 123 9123 or 0800 023 4567.

You can visit the FOS website at www.fos.org.uk. If your complaint relates to Section 4 – Family Legal Protection, you can refer your complaint to arbitration instead (where an independent person, known as an arbitrator, makes a decision to settle the dispute). The arbitrator will be a solicitor or barrister or other suitably qualified person that you and we agree on. If you and we cannot agree then we will ask the Chartered Institute of Arbitrators to decide. The arbitrator's decision will be final and whoever does not win will have to pay all costs and expenses.

3) Details about our regulator

Direct Line insurance policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, 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 III 6768**. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pra, or the Prudential Regulation Authority can be contacted on **0207 601 4878**. Calls may be recorded.

4) Financial Services and Markets Act

Under the Financial Services and Markets Act 2000, should U K Insurance Limited be unable to meet all its liabilities to policyholders, compensation may be available. Home insurance, a non-compulsory class of insurance, is covered for 90% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme at www.fscs.org.uk

5) Meeting your needs

We have not given you a personal recommendation as to whether the policy is suitable for your needs.

Definitions

Certain words in the policy booklet, **your** schedule and **endorsements** will have the same meaning wherever they appear and will apply to the whole policy unless **we** say that they have a different meaning within particular sections of the policy. The words and their meanings are set out below.

Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly.

Bicycle

Any bicycle including electrically powered models (but not wind assisted models), belonging to **you**, and its accessories.

British Isles

England, Scotland, Wales, the Isle of Man, the Channel Islands, Northern Ireland and the Republic of Ireland.

Buildings

Your private **home**, fixtures and fittings, swimming pools, permanently fixed hot tubs, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates and fences.

Business

Any employment, trade or profession.

Business Equipment

Any electronic office equipment, unless otherwise insured, including computers, keyboards, monitors and printers, word-processing equipment, desk-top publishing units, fax machines, photocopiers, typewriters, computeraided design equipment and telephone equipment used for **business** purposes while kept in **your home** and worth up to £5,000 in total.

But not

Smart phones, mobile telephones and personal digital assistants (PDAs).

Contents

Household goods, **personal possessions**, camping equipment, **money**, satellite dishes, aerials and other articles, unless otherwise insured, for which **you** are responsible or that belong to **you**, domestic staff who live in or guests, except paying guests.

But not

- a) Vehicles, caravans, trailers, hovercraft or aircraft and watercraft
 (except hand propelled or models) and their parts and accessories
 whether attached or not, except removable entertainment or
 navigation equipment while it is removed from the vehicle.
- b) Any living creature.
- c) Landlords fixtures and fittings.
- Securities (financial certificates except those defined as money), certificates and documents, except driving licences and passports.
- e) Property held or used for any business (except business equipment).

Endorsement

An agreed change to the terms of the policy as shown in **your** policy schedule.

Excess

The amount you must pay towards any claim.

Home

The building of **your** main domestic home occupied by **you**, at the address shown in **your** schedule, together with its domestic garages and domestic outbuildings.

Definitions continued

Money

Cash, bank notes, cheques, money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, Premium Bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards and gift tokens belonging to **you** and not used for **business** purposes.

Period of Insurance

The period shown in **your** schedule, for which the policy covers **you** (as long as **you** pay the premium on time).

Personal Possessions

Valuables, luggage, clothes, **sports equipment**, **bicycles** and any other items **you** normally wear, use or carry which belong to **you** or for which **you** are legally responsible.

Sanitary fittings

Washbasins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

But not

Swimming pools, hot tubs and saunas.

Sports equipment

Articles used for sports activities, including sports clothes specifically designed to be used for any sports activity and belonging to **you**.

But not

Any vehicle, sand yacht, watercraft (including windsurfers, kite boards and surfboards), aircraft (including hang-gliders) or their accessories, and **bicycles**.

Unoccupied

When **your home** is not normally and regularly lived in by **you** during the day and overnight.

Valuables

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, works of art, sets of stamps, coins or medals all belonging to **you.**

But not

- a) Property more specifically insured by any other policy; or
- b) property held or used for any business.

Vehicles

Any vehicle or toy propelled by a motor of any kind, except the following while being used for their intended purpose and by a person for whom they were designed:

- a) ride-on lawnmowers.
- b) electrically powered wheelchairs and mobility scooters.
- c) electrically powered children's ride on toys.
- d) electrically assisted bicycles.
- e) pedestrian controlled electrically powered golf trolleys.

We, us, our, the company

U K Insurance Limited.

You, Your

The person or persons named in your schedule and any of the following who normally live with them: their husband, wife, partner (a person living with them as though married), civil partner, children, parents and other relatives normally living with them.

Section I Buildings

Your schedule will show if you have chosen to include this section.

A Loss or damage

We will pay for loss of or damage to the buildings caused by the following:

I Fire, explosion, lightning, earthquake

2 Smoke

But not

Loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

3 Theft or attempted theft

But not

- a) Loss or damage caused by **you**, or any paying guest or tenant.
- Loss or damage after your home has been unoccupied for more than 60 days in a row.

4 Riot, civil commotion, labour disputes or political disturbance

5 Storm or flood

But not

- a) Loss of or damage to hedges, gates or fences.
- b) Loss or damage caused by frost.

6 Subsidence or heave of the site on which your home stands, or landslip

But not

- a) Loss or damage caused by:
 - i) normal bedding down of new structures or shrinkage;
 - ii) settlement of newly made up ground;
 - iii) coastal or river erosion;
 - iv) demolition or structural repairs or alterations to your buildings.
- b) Loss of or damage to, solid floor slabs as a result of their moving unless the foundations beneath the load bearing walls of **your home** are damaged at the same time and by the same cause.
- c) Loss of or damage to outdoor swimming pools, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless your home is damaged at the same time by the same cause.

You must pay the amount of subsidence **excess** shown in **your** schedule, which applies to any claim for subsidence, heave or landslip.

7 Vandalism or malicious acts

But not

- a) Loss or damage caused by **you**, or any paying guest or tenant.
- Loss or damage after your home has been unoccupied for more than 60 days in a row.

8 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals.

But not

Loss or damage caused by insects, birds or pets.

9 Falling trees or branches

But not

Loss of or damage to hedges, gates or fences.

10 Falling television and radio aerials (including satellite dishes), their fittings and masts

But not

Loss of or damage to the aerials, fittings, satellite dishes and masts themselves.

I I Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance or storage tank

But not

- a) Subsidence, heave or landslip damage caused by escaping water or oil.
- Loss of or damage to tanks, pipes, appliances or heating systems themselves.
- c) The cost of removing and replacing any part of the **buildings** to find and repair the source of any water or oil escaping from tanks, pipes, appliances or heating systems.

- Damage caused by the failure, wear and tear or lack of grouting or sealant.
- Loss or damage after your home has been unoccupied for more than 60 days in a row.

You must pay the amount of escape of water excess shown in your schedule.

12 Weight of snow

But not

Loss of or damage to:

- domestic garages and outbuildings not constructed of brick, stone or concrete, or not roofed with tiles or slates.
-) fences, gates and hedges.

13 Frost damage to water pipes and tanks

But not

- a) Plumbing that is outside or in an outbuilding.
- Loss or damage after your home has been unoccupied for more than 60 days in a row.

B Extra Cover (included as standard)

I Locks on outside doors

We will pay the necessary cost of replacing and fitting locks on the outside doors of **your home** if the keys to **your home** have been lost or stolen.

Section | Buildings continued

Any claim for lost keys may be made under Section 1 or Section 2 of this policy but not under both.

2 Fees and Clearance Costs

We will pay:

- a) chartered architects, surveyors, suitably qualified consultants and legal fees, which are necessary for us to rebuild your home, but not fees for preparing any claim under the policy; and
- b) the costs of clearing the site and making it and the **buildings** safe, if the fees and costs are necessary for **us** to repair or rebuild the **buildings** after damage covered under Section 1.

3 Local Authority Requirements

We will pay the additional cost of rebuilding or repairing the damaged part of the **buildings** only if this is necessary to comply with any government or local authority requirement after damage covered under Section 1.

But not

If you have been told about the requirement before the damage happened.

4 Alternative Accommodation, kennel fees and rent

We will pay if your home is not fit to be lived in as a result of damage for which a valid claim covered under Section I of the policy has been made, or it is occupied by squatters:

- a) providing the property is your main home, the necessary cost of comparable alternative accommodation for you and your pets while your home is being repaired; or
- b) if you rent out your property, the amount of rent you would have received but have lost as a result of it being unoccupied because of the damage.

We will not pay more than £25,000 in total for any alternative accommodation or rent claims.

5 Cover between exchange and completion when selling your home

If **you** are selling **your home**, the buyer will be covered under Section I up to the date the sale completes.

But not

- a) If the property is insured under any other policy; or
- b) after the sale has been completed; or
- c) for more than the amount insured by Section I.

6 Emergency entries - buildings

We will pay for loss of or damage to the **buildings** caused when the fire brigade, police or ambulance service have to make a forced entry because of an emergency involving **you**.

7 Emergency entries – gardens

We will pay for loss of or damage to garden landscaping caused when the fire brigade, police or ambulance service have to make a forced entry because of an emergency involving you.

8 Trace and access

We will pay the cost of removing and replacing any part of the **buildings** to find the source of any water escaping from tanks, pipes, appliances or the fixed heating system of the **buildings** and the cost of repairing any burst pipes located.

But not

The cost of any loss of or damage to **your** household tanks, appliances or the fixed heating system.

We will not pay more than £5,000.

9 Service Pipes and Cables

We will pay for accidental damage to underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to or from your home.

But not

After your home has been unoccupied for more than 60 days in a row.

C Buildings Accidental Damage - (optional extra)

This section is an optional extension to Section I Buildings. Your schedule will show if you have chosen to include it.

We will pay for accidental damage to the buildings.

But not

- a) Damage caused by any paying guest, tenants or pets.
- b) Damage by a cause listed or specifically excluded in part A of Section 1.
- c) The cost of maintenance and routine redecoration.
- Damage caused by the failure, wear and tear or lack of grouting or sealant.
- e) After your home has been unoccupied for more than 60 days in a row.

D Property Owner's Liability

We will pay for all amounts you become legally liable to pay as damages, in your capacity as owner of your home or any property formerly owned and occupied by you for residential purposes as a result of a claim made against you for:

- a) accidental death of or bodily injury to any person; and/or
- b) accidental loss of or damage to any property,

which happened during the **period of insurance** shown in **your** schedule.

The loss, damage, illness or injury must be caused solely by **you** as owner of **your home** or solely by **you** in connection with **your home** which **you** used to own and live in under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. In the latter case **you** must not be covered by any other insurance, and must no longer be the owner of or have any interest in the property.

But not

- Death of or bodily injury to you or any member of your family or domestic staff.
- Damage to property belonging to or in the custody or control of you, or your domestic staff.
- c) Any liability caused by any Business.
- d) Any liability caused by an agreement, unless you would have had that liability anyway.

We will not pay more than £2,000,000 for any claim.

In addition **we** will pay costs and legal fees for defending **you**, as long as **we** have agreed to do so in writing beforehand.

Section | Buildings continued

E The Basis of Settling Buildings Claims

- If the buildings are damaged by any cause insured under Section 1,
 we will at our option, and subject to the adequacy of the sum insured:
 - manage and pay the costs of repairing or rebuilding the damaged part using our own suppliers; or
 - b) pay the cost of repairing or rebuilding the damaged part using any other suppliers; or
 - c) make a cash payment which will not be more than a) above.
- 2) If the damage to the **buildings** is not repaired or rebuilt **we** will at **our** option pay the difference between the value of selling **your** property on the open market immediately before the damage and its value after the damage.
- 3) We will not deduct any amount for wear and tear as long as at the time of damage the buildings were in a good state of repair.
- 4) If at the time of damage the **buildings** were not in a good state of repair we will deduct an amount to reflect wear and tear from the settlement method described above.
- We will not pay the cost of altering or restoring any undamaged part of the buildings.
- 6) We will not pay for any drop in the market value of your property resulting from rebuilding or repairing damage to your buildings.
- 7) The most we will pay for any claim will be the total sum insured shown in your schedule or the full rebuild cost of your buildings whichever is the lesser, plus any amounts due under parts B2, B3, and B4 of this Section 1.

- 8) You must pay the policy excess shown in the schedule, unless we have said otherwise. We will only deduct one excess per claim, unless we have endorsed your policy to say otherwise.
 - If we have appointed one of our suppliers to deal with all or part of your claim, they may be asked to collect the excess directly from you on our behalf.
- The sum insured will not be reduced as a result of us paying a claim except for a total loss.
- 10) If, at the time of any loss or damage, the buildings sum insured is not enough to reconstruct your buildings we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium you have paid for your buildings insurance is equal to 75% of what your premium would have been if your buildings sum insured was enough to reconstruct your buildings, then we will pay up to 75% of any claim made by you.
- 11) We will not pay the cost of replacing or altering any undamaged items solely because they form part of a set or suite, group or collection of items of a uniform design, nature or colour.

Home Repair Network

Direct Line home insurance includes a Home Repair Network Service. The network includes a database of honest and reputable tradesmen. The insurer will try to deal with your claim quickly, find the right people for the job and liaise with them directly. The insurer only uses vetted builders and they sort all the costs out directly with them. Any work performed by their builders on your house is guaranteed for 12 months.

Section 2 Contents

Your schedule will show if you have chosen to include this section.

A Loss or damage

We will pay for loss of or damage to the **contents** in **your home** caused by the following:

I Fire, explosion, lightning, earthquake

2 Smoke

But not

Loss or damage caused by smog, agricultural or industrial operations or anything that happens gradually.

3 Theft or attempted theft

But not

- Loss by deception, unless the only deception used is to get into your home.
- Loss of money unless someone has used force and violence to get into or out of your home.
- c) Loss or damage caused by any paying guest or tenant.
- d) Loss or damage while your home or any part of it is lent or let.
- Loss or damage after your home has been unoccupied for more than 60 days in a row.

We will not pay more than £2,500 for any **contents** claim following a theft from **your** garage(s) or outbuilding(s).

4 Riot, civil commotion, labour disputes or political disturbance

5 Storm or Flood

6 Subsidence or heave of the site on which the building of your home stands, or landslip

But not

- a) Loss or damage caused by normal bedding down or shrinkage.
- b) Settlement of newly made up ground.
- c) Loss or damage caused by coastal or river erosion.
- d) Loss or damage caused by demolition or structural changes or repairs to your home.

7 Vandalism or malicious acts

But not

- a) Loss or damage by any paying guest or tenant.
- Loss or damage after your home has been unoccupied for more than 60 days in a row.

8 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

But not

- a) Loss or damage caused by birds, insects or pets.
- b) Loss or damage caused by falling trees or branches.
- Loss or damage caused by falling television and radio aerials (including satellite dishes) and their fittings.

Section 2 Contents continued

9 Water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance or storage tank

But not

- a) Subsidence, heave or landslip damage caused by escaping water or oil.
- b) Loss of or damage to tanks, pipes or heating systems themselves.
- Damage caused by the failure, wear and tear or lack of grouting or sealant.
- d) Loss or damage after your home has been unoccupied for more than 60 days in a row.

You must pay the amount of escape of water excess shown in your schedule, which applies to any claim for escape of water.

10 Falling trees or branches

II Falling television and radio aerials (including satellite dishes), their fittings and masts

B Extra Cover (included as standard)

I Contents in the garden

We will pay for loss of or damage to **your contents** from any cause listed under Section 2A **Contents** (and Section 2C Accidental Damage if shown as included on **your schedule**) while in the open and inside the boundaries of **your home**.

But not

- a) Loss of money.
- b) Loss of or damage to bicycles.
- Loss or damage after your home has been unoccupied for more than 60 days in a row.

We will not pay more than £1,000 for any claim.

No excess applies.

2 Plants in the garden

We will pay for loss of or damage to trees, shrubs, plants and lawns.

We will also pay for any design fees necessary to put right this loss or damage.

But not

- a) Loss of or damage to trees, shrubs, plants and lawns as a result of the ground sinking (subsidence) unless your home is damaged at the same time and by the same cause.
- b) Loss or damage caused by any pets, other animals, birds, insects, fungus, or frost.
- Trees, shrubs, plants or lawns dying naturally or because you have not looked after them properly.
- d) Loss of or damage to trees, shrubs, plants and lawns on land not belonging to your home.
- e) Loss or damage caused by storm, flood, or weight of snow.
- f) Loss or damage after your home has been unoccupied for more than 60 days in a row.

We will not pay more than £250 for any one plant, shrub or tree.

We will not pay more than £1,000 for any claim.

No excess applies.

3 Contents temporarily away from your home

We will pay for loss of or damage to **contents** from any cause insured under part A of Section 2 while the items are temporarily away from **your home** and inside the **British Isles**.

But not

- a) Loss by deception.
- b) Loss of or damage to guests' effects.
- c) Loss by theft, vandalism or malicious acts unless in an occupied private home or building where **you** work, or force and violence is used to enter the building.
- d) Personal possessions.
- e) Camping equipment.
- f) Money whether used for personal or business purposes.
- g) Bicycles.

We will not pay more than £5,000 after the loss of or damage to **contents** temporarily away from **your home**.

4 Contents at university/college

We will pay for loss of or damage to **contents** from any cause insured under part A of Section 2 while the items are temporarily away from **your home** and kept in **your** lodgings while **you** are at university, college or boarding school in the **British Isles**.

But not

- Loss or damage by a cause listed in or specifically excluded by B3 of this Section 2.
- b) Loss of money.
- Loss by deception.
- d) Loss by theft unless there is evidence of forcible and violent entry to your lodgings.
- e) Loss of or damage to guests' effects.

We will not pay more than £5,000 after the loss of or damage to **contents** at university or college.

5 Household removals

We will pay for loss of or damage to your contents by a cause listed under Section 2A Contents (and Section 2C Accidental Damage if shown in your schedule) while they are being permanently removed from your home to any other private property you are going to live in inside the British Isles, including while they are temporarily stored for up to 72 hours.

But not

- a) Loss of or damage to money.
- b) Loss of or damage to china, glass, earthenware or other fragile items.
- c) Loss of or damage to bicycles.
- d) Loss or damage caused by any paying guest or tenant.

Section 2 Contents continued

6 Alternative accommodation and storage

Providing **you** live in the property and **your home** is not fit to be lived in as a result of a valid claim made under part A of Section 2 of the policy **we** will pay:

- a) the necessary cost of comparable accommodation for you and your pets while your home is being repaired;
- the necessary cost of temporarily storing your contents while your home is being repaired.

We will not pay more than £15,000 in total for any alternative accommodation and storage costs. We will provide cover for your contents as long as no other insurance cover is in place.

7 Oil and metered water

We will pay for the loss of oil from the domestic heating installation and loss of metered water caused by any cause insured under part A of Section 2 of the policy.

8 Locks on outside doors

We will pay the cost of replacing and fitting locks to the outside doors of **your home** or to any safe or alarm system in **your home** if the keys to the locks have been lost or stolen.

Any claim for lost keys may be made under Section 1 or Section 2 of this policy but not under both.

9 Title deeds

We will pay the necessary cost of preparing new title deeds to your home after loss or damage caused by anything insured by part A of Section 2 while the deeds are in your home or in your bank for safe keeping.

10 Religious festivals

For the period starting 30 days before and finishing 30 days after a religious festival (if within the **period of insurance** shown in **your** schedule), **we** will increase the sum insured shown in **your** schedule under this Section 2 by 10% of the sum insured for **contents**.

I I Wedding and civil partnership gifts

For the period starting 30 days before and finishing 30 days after the wedding day or civil partnership ceremony of **you** or any member of **your** family (if this is within the **period of insurance** shown in **your** schedule), **we** will increase the sum insured shown in **your** schedule under this Section 2 by 10% of the sum insured for **contents**.

12 Birth increase

For the period starting 30 days before and finishing 30 days after the birth of a child to **you** or any member of **your** family (if this is in the **period of insurance** shown in **your** schedule), **we** will increase the sum insured shown in **your** schedule under this Section 2 by 10% of the sum insured for **contents**.

13 Downloaded information

We will pay the cost of replacing information that **you** have bought and stored on **your** home computer, mobile phone or other portable entertainment devices and that is lost or damaged as a result of any cause listed in part A of this Section 2.

But not

- a) Remaking a file, tape, disc or disk.
- Rewriting the information contained on your home entertainment equipment.

We will not pay more than £1,000 for any claim.

14 Frozen and chilled foods

We will pay the cost of replacing any food in **your** freezer or fridge, lost or damaged by the temperature rising or falling or the refrigerant or refrigerant fumes escaping.

But not

- a) Any deliberate act of the electricity provider or its employees.
- Any claim when the refrigeration unit is over ten years old unless it is regularly serviced.
- c) Any deliberate act or neglect by you.
- After your home has been unoccupied for more than 60 days in a row.

C Contents Accidental Damage (optional extra)

This section is an optional extension to Section 2 Contents. Your schedule will show if you have chosen to include it.

We will pay for accidental damage to your contents in your home or while being removed to your new home.

But not

- a) Damage to bicycles or money.
- b) Damage caused by any paying guest, tenants or pets.
- Damage by a cause listed in or specifically excluded by part A of this Section 2.
- Damage caused by the failure, wear and tear or lack of grouting or sealant.
- e) Damage after your home has been unoccupied for more than 60 days in a row.

D Occupier's and Personal Liabilities

We will pay all amounts you become legally liable to pay as damages in your capacity as occupier of your home, or for any other reason, as a result of:

- a) accidental death of or bodily injury to any person;
- b) accidental loss of or damage to property,

which happened during the **period of insurance** shown in **your** schedule.

But not

Liability for:

- a) death of or bodily injury to you or your domestic staff;
- damage to property belonging to or in the custody or control of you, or your domestic staff;
- c) claims caused by the following:
 - i) you owning any land or building, or you occupying any land or building except your home or temporary holiday accommodation:
 - ii) any business;
 - iii) an agreement unless that liability would have existed anyway,
- d) **you** owning, keeping or using any:
 - i) vehicles except the following while being used for their intended purpose and by a person for whom they were designed: ride on lawnmowers, electrically powered wheelchairs and mobility scooters, electrically powered children's ride on toys, electrically assisted bicycles and pedestrian controlled electrically powered golf trolleys;

Section 2 Contents continued

- ii) caravan while being towed;
- iii) watercraft, hovercraft, land yacht or any other wind powered or wind assisted vehicles, windsurfers, kite boards and aircraft except hand-propelled craft or models;
- iv) animals except domestic pets;
- v) horses, donkeys or mules;
- vi) dangerous dogs as described under the Dangerous Dogs Act
 1991 or the Dangerous Dogs (Northern Ireland) Order 1983
 and any changes to that legislation.
- e) any communicable disease (one able to be passed from one person to another).

We will not pay more than £2,000,000 for any claim.

In addition **we** will pay costs, expenses and legal fees for defending **you** so long as **we** have agreed to do so in writing beforehand.

As owner of **your home you** may become legally liable for accidents involving **your buildings**. To protect yourself as a home owner against third party liability claims **you** should get a separate cover which is usually supplied as a part of a **Home buildings** insurance policy.

E Employer's Liability

We will pay all amounts which you become legally liable to pay for accidental death of or bodily injury to your domestic staff during the period of insurance shown in your schedule.

For any claim caused by one incident, we will not pay more than £5,000,000.

We will also pay costs, expenses and legal fees providing we have agreed to do so in writing beforehand.

F Tenant's Liability

We will pay all amounts you become legally liable to pay, as a tenant of your home, for damage caused to the buildings during the period of insurance shown in your schedule, by any cause covered by paragraph A of Section I of this policy and if you have chosen paragraph 2C of Section 2, accidental damage to:

- underground drains, pipes, cables and tanks which you are legally responsible for and which provide services to or from your home;
- fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed sanitary fittings in your home.

But not

- a) Breakages caused by any paying guest or tenant; or
- after your home has been unoccupied for more than 60 days in a row.

For any claim resulting from one incident, we will not pay more than £5,000.

G The Basis of Settling Contents Claims

- I For any item of **contents** that is lost or damaged **we** will at **our** option:
 - a) replace or repair the item or part; or
 - b) pay the cost of replacing or repairing the item or part; or
 - if **we** can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
 - d) if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

- 2 We will not pay more than:
 - a) the individual sum insured for any item;
 - the amount shown in your schedule for any loss of or damage to valuables;
 - c) £5,000 for business equipment;
 - d) £500 for money;
 - e) £2,000 for any one valuable unless your schedule shows otherwise;
 - f) the amount shown in paragraphs B1, B2, B3, B4, B6 and B13 of Section 2;
 - g) £500 for guests' effects;
 - £2,500 for theft of contents while stored in any garage or outbuilding at your home.
- 3 Having applied the limits above we will not pay more than the total sum insured for contents shown in your schedule. On top of any other amount we will pay the amount shown in parts B2, B6, B7, B8 and B9 of this Section 2.
- We will not pay the cost of replacing or altering any undamaged item solely because it is part of a set, suite, group or collection of items of uniform design nature or colour.
- If, at the time of any loss or damage, the contents sum insured is not enough to replace the entire contents of your home as new, we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium you have paid for your contents insurance is equal to 75% of what your premium would have been if your contents sum insured was enough to replace the entire contents of your home as new, then we will pay up to 75% of any claim made by you.

- You must pay the policy excess shown in the schedule, unless we have said otherwise. We will only deduct one excess per claim, unless we have endorsed your policy to say otherwise.
 - If we have appointed one of our suppliers to deal with all or part of your claim, they may be asked to collect the excess directly from you on our behalf.
- 7 The sum insured will not be reduced after we pay a claim unless the claim relates to the total loss of any item specified in your schedule.
- 8 If you claim for any item specified in your schedule you will need to give proof of the item's value. To help you do this we recommend that you keep photos, instruction booklets, copies of valuations and receipts.

Section 3 Personal Possessions (optional with contents)

This section is an optional extension to Section 2 Contents. Your schedule will show if you have chosen to include it.

A Loss or damage

We will pay for accidental loss of or damage to personal possessions and any other item specified in the **Personal possessions** section of **your** schedule while that property is inside the **British Isles**.

But not

- a) Loss of or damage to:
 - i) property more specifically insured by any other policy;
 - ii) property held or used for any business;
 - iii) any sports equipment while it is in use;
 - iv) any camping equipment while set up or in use and in the open;
 - vehicles, caravans, trailers, hovercraft or aircraft and watercraft (except hand propelled or models) and their parts and accessories whether attached or not, except removable entertainment or navigation equipment while it is removed from the vehicle.
- b) Loss or damage caused by theft involving deception.
- c) Theft from an unattended motor vehicle unless it is locked and any items are contained in the closed glove compartment or locked boot and concealed from view.
- d) Customs or other officials confiscating or keeping hold of some items.
- Loss or damage covered by part A of Section 2 Contents of your policy.
- f) Loss or damage caused by any paying guest or tenant.

- g) Loss of or damage to any bicycle tyres or accessories unless the bicycle is lost or damaged at the same time.
- Loss of or damage to any bicycle whilst it is being used for professional racing, pace making or trials.
- Theft of any bicycle when it is unattended and is not in a locked building or immobilised by a security device.

We will not pay more than £2,000 for any claim for theft from an unattended motor vehicle.

B Extra Cover

I Money

We will pay for theft or accidental loss of **money** in **your** custody or control anywhere in the world.

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.
- d) Loss or damage by customs or other officials confiscating or keeping hold of items.

We will not pay more than £500.

No excess applies.

2 Overseas travel

The insurance provided under paragraph A of this Section 3 will apply to the property insured while temporarily outside the **British Isles** for up to 60 days in any one **period of insurance**, and while in **your** custody and control.

3 Items in a bank

We will pay for accidental loss of or damage to items described in your schedule as being held in a bank or safe deposit.

But not

While the items are removed from the bank or safe deposit unless we have agreed that they may be temporarily removed.

CThe Basis of Settling Personal Possessions Claims

- I For any personal possession, set or part of a set that is lost or damaged we will at our option:
 - a) replace or repair the item or part; or
 - b) pay the cost of replacing or repairing the item or part; or
 - c) if we can repair or replace the item but agree to make a cash
 payment instead it will not be more than the amount it would have
 cost us to replace or repair the item or part using our own
 suppliers; or
 - d) if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.
- We will not pay the cost of replacing or altering any undamaged item solely because it is part of a set, suite, group or collection of items of uniform design, nature or colour.
- 3 We will not pay more than the total sum insured for personal possessions as shown in your schedule up to the following limits;
 - a) The individual sum insured for any item;
 - £2,000 for any one item, set or collection unless your schedule states otherwise:
 - c) £500 for any bicycle unless it is a specified item.

- Having applied the limits above we will not pay more than the total sum insured for personal possessions shown in your schedule, except in addition the amounts shown on your schedule for money (paragraph B1 of this Section 3) if applicable.
- 5 You must pay the policy excess shown in the schedule, unless we have said otherwise. We will only deduct one excess per claim, unless we have endorsed your policy to say otherwise.
 - If we have appointed one of our suppliers to deal with all or part of your claim, they may be asked to collect the excess directly from you on our behalf.

If you claim for any item specified in your schedule you will need to give proof of the item's value. To help you do this we recommend that you keep photos, instruction booklets, copies of valuations and receipts.

Section 4 Family Legal Protection (optional extra)

This section covers legal expenses and is an optional extension to Section I Buildings or Section 2 Contents. **Your** schedule will show if **you** have chosen to include it.

Before you incur any costs, you must contact the legal helpline.

Legal helpline - 0845 601 2945

You can ring the legal helpline to talk about any private legal problem under United Kingdom law, whether or not it results in a claim.

We will provide you with initial advice only. We will advise you of your legal rights, what courses of action are available to you and whether these can be best implemented by you or whether you need to consult with a lawyer.

This service is here to help and is available to **you**, 24 hours a day, 365 days of the year. For extra security, **we** may record all phone calls and keep the recording secure.

Please have your home insurance policy number available when you call.

Definitions

The following definitions apply to this section and are in addition to those shown on pages 4 and 5 of the policy.

In this Section, the words below will have the following meanings.

Appointed representative

The **preferred law firm**, solicitor, or other suitably qualified person appointed by **us** to represent **you** under this section of the policy.

Costs

a) All properly incurred, reasonable and proportionate fees, expenses and disbursements charged by the **appointed representative** and agreed by **us**. Legal fees and disbursements will be assessed on the

- standard basis or in accordance with any fixed recoverable costs scheme, if applicable.
- b) The fees incurred by your opponent that you are ordered to pay by a court and any other fees we agree to in writing.

Court

Court, tribunal or other suitable authority.

Date of incident

- a) for civil cases, the date of the incident that leads to a claim. If there is more than one incident arising at different times from the same originating cause, the date of incident is the date of the first of these incidents.
- b) for criminal cases, the first date it is alleged that **you** broke the law.
- for claims under part A6 Tax protection, the date when HM Revenue & Customs first notifies you in writing of its intention to make an enquiry.

Preferred law firm

The law firm **we** choose to provide legal services. These legal specialists are chosen as they have the expertise to deal with **your** claim and must comply with **our** agreed service standards.

Reasonable prospects of success

For civil cases, **we** and the **appointed representative** agree that there is a better than 50% chance that **you** will:

- a) obtain a successful judgment; and
- recover your losses or damages or obtain any other legal remedy we agree to, including an enforcement of judgment, making a successful defence or making a successful appeal or defence of an appeal.

For criminal cases, **we** and the **appointed representative** agree that there is a better than 50% chance of **you** successfully mitigating **your** sentence or fine or making a successful appeal or defence of an appeal.

Terms of appointment

A separate contract which we will require the appointed representative to enter into with us if the appointed representative is not a preferred law firm. This contract sets out the amounts we will pay the appointed representative under your policy and their responsibilities to report to us at various stages of the claim.

Territorial limits

The **United Kingdom**. For claims under part A1 Personal injury and part A3 Contract dispute, the territorial limits also include the European Union, Albania, Andorra, Bosnia-Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

United Kingdom

Great Britain, the Isle of Man, the Channel Islands and Northern Ireland.

We agree to provide the cover in this section 4 if:

- a) we and the appointed representative agree that your claim has reasonable prospects of success for the duration of the claim;
- the incident happens within the territorial limits and during a period cover was in force; and
- any legal proceedings will be carried out within the territorial limits by a court.

Cover provided

A Costs

We will pay costs in the event of the following:

I Personal injury

An incident that causes your death or bodily injury to you.

But not

Any claim arising from or relating to:

- 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 also caused physical bodily injury to you;
- c) defending your legal rights in claims against you; or
- d) any claim relating to clinical negligence other than as provided for under part A2 Clinical negligence.

2 Clinical negligence

Death or bodily injury to **you** which results from negligent surgery, clinical or medical procedure, or treatment

But not

Any claim arising from or relating to:

 a) negligent surgery, clinical or medical procedure, or treatment that occurred before cover started;

Section 4 Family Legal Protection (optional extra) continued

- b) an alleged failure to correctly diagnose your condition; or
- psychological injury or mental illness unless it results from negligent surgery, clinical or medical procedure or treatment that has also caused physical bodily injury to you.

3 Contract dispute

A breach of contract claim arising out of a contract you have for:

- a) buying or hiring goods or services;
- b) selling goods; or
- c) buying or selling your home

But not

Any claim arising from or relating to:

- a) a contract **you** entered into before cover started;
- advice, specification, design, construction, conversion, extension, renovation or demolition on any land or relating to any buildings where the contract value exceeds £15,000 (including VAT);
- c) leases, tenancies or a licence to occupy land or buildings;
- a contract you have entered into in connection with a profession, business, trade or venture for gain;
- a contract you have entered into in connection with your
 employment other than as provided for under part A5 Employment;
- f) loans, mortgages, pensions, investments or borrowing;
- g) planning, including town and country planning; or
- h) professional negligence in connection with a matter not covered under this section 4.

4 Property protection

The following disputes arising out of you owning or living in your home:

- a) a legal nuisance;
- a trespass to **your home**; or
- c) physical damage to your home.

But not

Any claim arising from or relating to:

- a) a dispute when the date of incident is less than 90 days after cover started:
- any building or land other than your home;
- defending your legal rights in claims against you other than defending a counter-claim;
- d) planning, including town and country planning;
- any works by or under the order of any government or public or local authority unless the claim is for accidental physical damage;
- advice, specification, design, construction, conversion, extension, renovation or demolition on any land or relating to any buildings; or
- g) leases, tenancies or a licence to occupy land or buildings.

5 Employment

A dispute with your current or former employer at an Employment Tribunal.

But not

Any claim arising from or relating to:

 a) a dispute when the date of incident is less than 90 days after cover started;

- defending your legal rights in claims against you other than defending a counter-claim;
- any disciplinary, investigatory or grievance procedures within the company you work for, and appeals against the outcomes of such procedures;
- settlement agreements unless there is an Employment Tribunal claim in the alternative;
- e) redundancy consultations; or
- f) a dispute started in or transferred to the county court or high court or the equivalent courts in the **territorial limits**.

6 Tax protection

A full enquiry by HM Revenue & Customs that considers all aspects of **your** self-assessment tax return. The full enquiry must relate solely to **your** work as an employee.

But not

Any claim arising from or relating to:

- enquiries limited to specific aspects of your self-assessment tax return; or
- any business tax affairs (for example where you are self-employed, a sole-trader or in a partnership).

7 Inheritance dispute

A dispute over something left to **you** in a will.

But not

Any claim arising from or relating to:

a) a dispute with executors regarding the management of the estate;

- b) the negligent drafting of a will;
- a dispute you have with another beneficiary regarding the administration or disposal of any property left to you in a will; or
- where a will has not been previously made, concluded or cannot be traced (intestacy).

8 Legal defence

Your work as an employee which leads to:

- a) you being prosecuted in a criminal court within the territorial limits;
- b) civil action being taken against you for unlawful discrimination; or
- civil action being taken against you under Section 13 of the Data Protection Act 1998.

9 Motoring prosecution

You being prosecuted for an offence connected with using or driving a motor vehicle. **You** must send **us** a copy of **your** summons within 7 days of receiving it.

But not

Any claim arising from or relating to:

- a) prosecutions resulting from drink or drug related offences;
- you driving a motor vehicle for which you do not have valid motor insurance:
- c) driving licence or vehicle documentation related offences; or
- d) parking or obstruction offences.

B Salary while you attend jury service

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

Section 4 Family Legal Protection (optional extra) continued

Exclusions which apply to Section 4 - Family Legal Protection

See also the general exclusions which apply to the whole policy.

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

- a) costs that relate to the period before we accept your claim;
- b) action against another person who is insured by this policy;
- fines, penalties, compensation or damages which you are ordered to pay by a court;
- d) a dispute between you and someone you live with or have lived with;
- a judicial review an application for a judge to review the legality of a decision made or action taken by a public body;
- f) a dispute with **us** about this section of the policy other than as shown under 'How to complain' on page 3;
- g) incidents which begin before cover started;
- loss or damage that is insured under another section of this policy or any other insurance policy; or
- i) any appeal where \boldsymbol{we} did not provide cover for the original claim.

Conditions which apply to Section 4 - Family Legal Protection

See also the General Conditions which apply to the whole policy.

General Conditions 1, 2, 9, 10 and 11 on pages 34, 35 and 36 do not apply to Section 4 – Family Legal Protection.

The claims conditions which apply to the whole policy do not apply to Section 4 – Family Legal Protection.

I Observing the policy terms

You must comply with all of the terms and conditions of this policy, take all reasonable precautions to minimise the cost of claims and to prevent a claim from happening.

If **our** position is prejudiced as a result of **you** not observing any of the terms and conditions of this policy, **we** have the right to:

- refuse or withdraw from any claim;
- b) refuse to pay costs we have already agreed to meet; and
- c) claim back from **you costs** that **we** have paid.

2 Reporting your claim

- You must report full and factual details of your claim to us within a reasonable time of the date of incident.
- You must send us any information that we ask for that is reasonable and relevant to your claim (you must pay any costs involved in providing this information).

3 Choosing an appointed representative

- a) If we accept your claim we will appoint a preferred law firm to try to settle the matter without having to go to court.
- b) If it is necessary to take your claim to court, or if there is a conflict of interests, you can choose a law firm to act as the appointed representative.
- c) If you choose an appointed representative who is not a preferred law firm they must agree to act for you in line with our terms of appointment (you can ask us for a copy). Cover for their costs will only commence from the date they agree to our terms of appointment.
- d) The appointed representative will enter into a separate contract of appointment directly with you. You will be responsible for costs incurred by the appointed representative which are not authorised by us.

4 Co-operating with your representative and us

- a) If we ask, you must tell the appointed representative to give us any documents, information or advice that they have or know about.
- b) You must fully co-operate with the appointed representative and us, and not take any action that has not been agreed by your appointed representative or by us.
- c) You must keep us and the appointed representative promptly informed of all developments relating to the claim and provide us and the appointed representative immediately with all information, evidence and documents that you have or know about.
- You must get our permission before instructing a barrister or an expert witness.

e) We can contact the appointed representative at any time, and he or she must co-operate fully with us at all times.

5 Barrister's opinion

If there are conflicting opinions over **reasonable prospects of success you** will be required to obtain an opinion from a barrister; the choice of the barrister needs to be agreed between **you** and **us. You** will be responsible for paying for the opinion unless it shows that **your** claim has **reasonable prospects of success.**

6 Settling or ending your claim

- You must tell us if anyone makes a payment into court or offers to settle your claim.
- b) You must not stop, settle, negotiate or withdraw from a claim or withdraw instructions from the appointed representative without our approval. We will not withhold our approval without good reason.
- c) If an appointed representative refuses to continue acting for you with good reason, or if you dismiss them without good reason, cover for your claim will end immediately unless we agree to appoint another appointed representative.
- d) We can 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.
- e) We can refuse to pay further costs if you do not accept an offer or payment into court to settle a claim which we or the appointed representative considers should be accepted.

Section 4 Family Legal Protection (optional extra) continued

- f) We can refuse to pay further costs if we or the appointed representative consider that those costs would be disproportionate to the value of the claim.
- You must tell us if your claim no longer has reasonable prospects of success.
- We can refuse to pay further costs if your claim no longer has reasonable prospects of success.

7 Assessing and recovering costs

- a) We have the right to have costs certified by the appropriate professional body, audited by costs draftsmen we choose or assessed by a court.
- b) You must tell your appointed representative to claim back all costs that you are entitled to. If costs we have paid are recovered, you must refund them to us.
- c) We and you will share any costs that are recovered where:
 - We refused to pay further costs and you paid more costs to end your claim.
 - ii) You chose to pay the difference between the costs we offered to the appointed representative under our terms of appointment and the costs charged by the appointed representative.

We and you will each receive the same percentage as originally paid.

8 Cancellation

You can cancel this section of your policy at any time by telling us either over the phone or in writing.

If you cancel this section before cover is due to start, we will return any premium you have paid in full.

If you cancel this section after it has started we will return any premium paid less a charge for the number of days for which cover has been given.

We will not refund any premium if you have made a claim or if one has been made against you during the period of cover.

Section 5 Home Emergency (optional extra)

This section is an optional extension to Section I Buildings or Section 2 Contents. Your schedule will show if you have chosen to include it.

Definitions

The following definitions apply to this section and are in addition to or replace those shown on pages 4 and 5 of the policy.

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

Authorised repairer

A person, company or organisation appointed by **us** to carry out a temporary or permanent **emergency repair**, or prevent further damage.

Beyond economic repair

When the cost of repairing the boiler or appliance is more than the cost of replacing it. If **we** find out **your** boiler is beyond economic repair, **we** will pay part of the cost of a new one, as set out below:

Age of boiler	Amount we will pay
I to 5 years	£250

6 to 10 years £100

Call out

Our sending an authorised repairer or suitably qualified repairer out after you ask for emergency assistance, even if you then cancel your request.

Electrical supply

The permanent electrical wiring system supplying power to **your home** from the mains service through **your** electricity supply 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**;
- cause damage to the **home** and its **contents**; or
- 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** or **suitably qualified repairer** to temporarily or permanently deal with an **emergency**, carry out emergency repairs or prevent further damage.

But not

Repairing paths and driveways that need to be lifted to deal with the **emergency**.

Geographical limits

The United Kingdom including the Isle of Man and the Channel Islands, but not the Isles of Scilly or the Scottish Islands.

Home

The private home at the address shown in **your** schedule, together with integral or attached garages used for domestic purposes.

But not

Detached garages and outbuildings.

Section 5 Home Emergency (optional extra) continued

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 inside 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
- the programmer, central heating pump, hot water cylinder, room thermostat and radiators.

But not

- Any form of underfloor heating, solar heating system or warm-air heating system.
- b) Any 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.
- f) Oil fired and solid fuel systems.
- g) LPG and Propane operated systems.
- h) Open fires.
- i) Electrotech and Smartheat systems.
- j) Solar heating or air-conditioning units.

Pests

- a) Wasps' nests.
- b) Hornets' nests.
- c) Mice.

- d) Rats.
- e) Grey squirrels.

Security

The locks to external doors and windows of your home.

Suitably Qualified Repairer

A bona fide tradesperson, company or organisation appointed by **you** with the relevant expertise to temporarily or permanently put right an emergency, carry out emergency repairs or prevent further damage where possible. This applies to properties situated in the Isle of Man or the Channel Islands only.

Temporary repair

Repairs or work needed to deal temporarily with an **emergency** but which may need to be replaced by a **permanent repair**.

Underground external drainage

The underground drainage pipes and sewers serving **your home**, which **you** have a legal responsibility for.

But not

- a) Cesspits.
- b) Septic tanks.
- c) Treatment plants and associated pipe work and equipment.

You, your

The person named as the policyholder in your schedule or any person authorised by you to be in the **home** at the time of the **emergency**.

Cover provided (inside the geographical limits, except the Isle of Man and the Channel Islands)

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

- a) tell **you** how to immediately protect yourself and **your home**; and
- 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 for emergency assistance, including the cost of the call out, labour at your home and parts up to a total of £500 per call out (including V.A.T.).

Cover provided (the Isle of Man and the Channel Islands only)

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

- a) tell you how to immediately protect yourself and your home; and
- b) authorise you to appoint a suitably qualified repairer to visit your home: and
- c) pay you the cost of obtaining emergency assistance, including the cost of the call out (including VAT) for the areas detailed in this section 5.

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 on **0800 111 999**.

I Electrical wiring

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

But not

Any electrical wiring that is not permanent or wiring that is outside of the **home**, like wiring to satellite dishes and garden lighting, the supply to outbuildings or garages not attached to **your home**.

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

- n) The costs of repairs to the underground water supply to **your home.**
- b) The cost of repairs to any shared drainage facilities, except inside the boundary of the plot on which **your home** stands.
- c) More than your share of the cost, if your property is a flat or a maisonette.
- After your home has been unoccupied for more than 60 days in a row.
- The cost of replacement of pumps, water tanks, radiators, cylinders, water softeners, waste disposal units, macerators or any central heating component.

3 Security

We will pay for emergency assistance if the locks on external doors or windows of your home have been damaged or unexpectedly fail to function.

Section 5 Home Emergency (optional extra) continued

But not

- Replacement locks as a result of the theft or loss of keys to your home.
- b) The repair or replacement of any intruder or fire alarm systems.
- Damage to windows or glass in external doors, unless it leaves your 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 your home failing.

But not

- a) The cost of repairing a boiler which is more than 10 years old.
- The cost of repairing a boiler with a maximum output of more than 60Kw
- c) The cost of repairing leaks from any gas pipe or gas-fired appliance.
- The cost of repairing a boiler or appliance that is beyond economic repair.
- The cost of replacing your central heating boiler, storage or panel heater or appliance.
- f) The cost of repairing or replacing your cold water supply tank, its feed and outlet.
- g) The cost of repairing or replacing water supply pipes to or from the hot water cylinder or gas appliance.
- The cost of repairing or replacing radiators (we will pay the cost of isolating leaking radiators).

- i) The cost of clearing airlocks or bleeding radiators.
- The cost of removing asbestos associated with repairing any appliance or system.
- k) Emergency assistance after your home has been unoccupied for more than 60 days in a row.

5 Pests

We will pay the cost of dealing with pests that cause an emergency in your home.

But not

- After your home has been unoccupied for more than 60 days in a row.
- b) If you have already been given our recommendations on disposing of or controlling those pests and you have failed to adopt the recommendations.

General exclusions which apply to Home Emergency

See also the General Exclusions on pages 37 and 38 of this booklet which apply to the whole policy.

We will not pay for

- Any loss or damage arising before the start date of the policy or during the first 14 days of cover.
- Emergency assistance to any home in the Isles of Scilly or the Scottish Islands.
- The cost of work carried out by anyone except a repairer deployed through us, except if your home is situated in the Channel Islands or the Isle of Man.
- Any items that need replacing as a result of normal use like light bulbs and fuses.
- Loss or damage caused by any interruption of mains services to your home.
- 6) Any system or appliance which has not been installed, maintained or repaired in line with the manufacturer's instructions, or has not been used or altered properly, or which has a manufacture or design fault.
- Loss of or damage to any decoration, fixtures or fittings caused when providing emergency assistance.
- Replacing any system or appliance as a result of the unavailability of spare parts after a thorough search of stockists.
- 9) Any loss or damage caused by fire, lightning, explosion, earthquake, flood, storm, subsidence, heave or landslip, malicious damage, theft or attempted theft (except when an emergency involves the locks to external doors or windows), structural repairs, alteration or demolition.

Section 5 Home Emergency (optional extra) continued

General conditions which apply to Home Emergency

See also the General Conditions on pages 34, 35 and 36 of this booklet which apply to the whole policy.

I Asking for emergency assistance

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

To ask for emergency assistance you must call the helpline on 0845 301 6239.

2 Preventing loss

You must take all reasonable steps to prevent loss, damage or breakdown and keep your 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 incident occurs that does not qualify as an **emergency** under the terms of this policy **we** can, at **your** request, arrange for an **authorised repairer** to call at **your home.** But **you** will have to pay the costs involved and the contract for any services provided will be between **you** and the repairer.

The use of this service is not considered to be a **call out**.

Claims conditions which apply to sections 1, 2, 3 and 5

I Reporting a Claim

When **you** find out about a claim, or possible claim, under this policy **you** must tell **us** as soon as reasonably possible. If **you** do not do so and prejudice **our** position **we** may reject or be unable to deal with **your** claim or be unable to pay **your** claim in full.

2 Property Claims

For any loss or damage claim you must do the following:

- at your expense give us any information and evidence relevant to your claim that we ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair;
- give us (or our appointed suppliers) access to, or allow inspection of, the damaged property;
- immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion, or if any property has been lost outside your home.

If you do not do so and prejudice our position we may reject or be unable to deal with your claim or be unable to pay your claim in full.

3 Liability Claims

For any liability claim you must:

- Send us any letter, claim, writ or summons in connection with the claim or potential claim as soon as you receive it;
- b) Not admit, deny, negotiate or settle a claim without our written consent.

We may take over, defend or settle the claim, or take up any claim in your name for our own benefit. You must give us all the information and help we need.

4 Abandonment

You cannot abandon any property to us, except when we ask you to do so.

5 Enforcing your rights

We may at our expense and in your name take any steps necessary to enforce your rights against any other person either before or after we pay a claim. To help us in doing so you must give us any information or assistance we may require.

6 Other Insurances

We will not pay any claim if **you** have cover under any other insurance policies unless the cover provided by those policies is exhausted.

General Conditions which apply to the whole policy

I Policy terms and conditions

You must keep to the policy terms, conditions and **endorsements**. If **you** do not do so **you** may invalidate the policy in whole or in part or reduce the amount of any claim.

2 Preventing loss

You must take all reasonable care to prevent loss, injury or liability, damage or accidents and to maintain all property covered under this policy in good condition.

3 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 this 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.

4 Changes that may affect your cover

You must tell us as soon as possible if there are any changes that may affect the level and/or cover of your insurance, such as the following:

- a) if you change the address where you normally live;
- if any work is being done to **your home** other than routine maintenance or decoration;

- if you or any member of your family is prosecuted for or convicted of any offence (excluding motoring offences);
- d) if you let your home out to tenants or a lodger moves in; or
- e) if your home is used for business purposes or as a holiday home.

We may then reassess your cover and/or premium. 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.

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, please contact **us** anyway.

5 Paying the Premium

If we have been unable to collect your premium on the date it is due, we will assume that you do not want to continue with your policy unless you tell us otherwise, and we may cancel your policy on that date. Before we do, we will write to you in order to give you the opportunity to make the payment, but we hold onto the right to cancel if you do not make the payment requested. If the premium remains unpaid by the date we set out in our letter, we will confirm in writing that your policy was cancelled on the date the missed payment was due. If you have made a claim, or one has been made against you, before that date then the balance of the year's premium will become payable.

6 Amending your policy during the period of cover

If you make a change to the policy during the period of insurance you may have to pay an administration fee as shown in your schedule.

7 People involved in this contract

Unless otherwise provided for in the policy, nothing in the policy is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

8 Automatic renewal

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically. This saves **you** the worry of remembering to call **us** before the policy ends. If **we** offer to do this for **you**, **we** will write to **you** before the policy ends with full details of **your** next year's premium and policy conditions. If **you** do not want to renew the policy all **you** need to do is call the customer priority line on **0845 246 8585** to let **us** know.

9 Cancellation by us

We have the right to cancel **your** policy at any time by giving **you** 14 days' notice in writing where there is a valid reason for doing so. We will send our cancellation letter to the latest address we have for **you**. Valid reasons may include but are not limited to:

- where you are required, in accordance with the terms of this policy, to
 co-operate with us, or send us information or documentation and you fail
 to do so in a way that substantially affects our ability to process your claim,
 or deal with your policy;
- where there are changes to your circumstances which mean you no longer meet our criteria for providing home insurance;
- where you have used threatening or abusive behaviour or language or you
 have intimidated or bullied our staff or suppliers.

If we cancel your policy we will return the premium paid less the amount for the period the policy has been in force.

10 Cancellation by you

You may cancel your policy any time by contacting us on **0845 246 8585** or sending us notice in writing.

If you cancel your policy before it is due to start we will return any premium paid in full.

If you cancel within 14 days of your policy starting or within 14 days of you receiving your documents (whichever is the later) we will return any premium paid less an administration fee as shown in your schedule.

If you cancel after those 14 days have passed we will return any premium paid less an administration fee as shown in your schedule and an amount for the period the policy has been in force.

We will not refund any premium if we have made or will have to make a claim payment to you or if a claim has been made against you during the period of insurance.

II Cancellation on renewal

If you cancel before the new period of insurance is due to start we will return any premium paid in full.

If the new **period of insurance** has started and **you** cancel within 14 days of **your** policy starting or within 14 days of receiving **your** renewal documents (whichever is the later) **we** will return any premium paid in full.

We will not refund any premium if you have made a claim or if a claim has been made against you during the period of insurance.

12 Index linking - Buildings cover

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

General Conditions which apply to the whole policy continued

appropriate index, although the sum insured will go up 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.

13 Index Linking - Contents cover

If you have specified your contents sum insured we will index link the amount shown on your schedule. We use the Retail Price Index or another appropriate index, although the sum insured will go up by £500 each year even if the index value is less than that amount.

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

General Exclusions which apply to the whole policy

This policy does not cover claims caused by the following;

I Radioactive contamination

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

- ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties, of any explosive nuclear equipment or nuclear part of that equipment.

2 War

Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.

3 Sonic bangs

Loss or damage caused by aircraft or other flying objects travelling at or above the speed of sound.

4 Existing damage

Any loss or damage that happened before cover started.

5 Pollution or contamination

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

6 Failure of computers and electrical equipment

Damage or loss directly or indirectly due to any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date or computer viruses.

7 Terrorism

Any expense, legal liability, or any loss of or damage to property directly or indirectly caused by terrorism. Terrorism is defined as 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.

8 Deliberate loss or damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **you** or any guest or tenant, or anyone lawfully in **your home.**

9 Uninsurable risks

- a) Wear, tear and reduction in value.
- Damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin.
- c) The cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without damage being evident (not applicable to Home Emergency cover Section 5).

General Exclusions which apply to the whole policy continued

- Damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item.
- Tearing, scratching, chewing or fouling by any pet or domesticated animal.
- f) Any damage caused gradually.
- g) Damage which has occurred as a result of natural and inevitable events unless those events are specifically covered by your policy.
- h) Faulty workmanship, faulty design or the use of faulty materials.
- i) Items held or used for business, except business equipment.
- Any drop in the market value of your home caused by rebuilding or repairing damage to your buildings.

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.

I - 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.

Privacy Notice continued

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.

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 BRI IDP.

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 BRI IDP

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 BRI IDP

Quoting your reference. The agencies may charge a fee.

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 0845 303 5680 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.

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** Fixed Sum Credit 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.

Claims Helpline: 0845 246 8710 Customer Services: 0845 246 3564

direct line

Home insurance	0845 246 0104
Breakdown cover	0845 246 8378
Life insurance	0845 246 0335
Critical illness	0845 246 8249
Car insurance	0845 246 5246
Home Response 24	0845 246 9203
Pet insurance	0845 246 8246
Travel insurance	0845 246 8738
Commercial vehicle insurance	0845 605 9320
Tradesman insurance	0845 604 2272
Shop insurance	0845 303 1619
Landlord insurance	0845 605 9319
Business insurance	0845 303 1573
Or buy online at	directline.com

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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Calls may be recorded.