



**gift**<sup>TM</sup>  
Insurance

You insure, your charity gains

**Home Insurance**

**YOUR POLICY BOOKLET**

## **IMPORTANT CONTACT INFORMATION**

Claims **01403 321263**

Customer Services **0800 692 0800**

Renewing your Policy **0800 692 0800**

Legal helpline: **0870 737 5600**

Lost Keys **0845 303 0550**

or write to us at **Gift Home Insurance, Phoenix Court, Jacobs Well Lane,  
Wakefield, West Yorkshire WF1 3NT**

Web: **[www.giftinsurance.co.uk](http://www.giftinsurance.co.uk)**

Email: **[giftinsurance@heathlambert.com](mailto:giftinsurance@heathlambert.com)**

Fax: **01924 366813**

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# Welcome To Your Online Household Insurance Policy

This is **your** Buildings and Contents Policy Booklet which provides everything **you** need to know about **your** cover and should be read in conjunction with **your** Home Insurance **schedule**. Please keep it in a safe place.

**You** will have also been provided with a **Statement** from **us** that shows the information **you** provided to **us** either over the phone or via the internet and is the basis on which **your** insurance cover has been arranged. **Should this information be incorrect or if you need to make any changes to your cover please call our Customer Services Team.**

Where the policy is underwritten by Certain Underwriters at Lloyd's, then it will be placed with them by means of a binding authority agreement.

Should **you** have any queries about Home Insurance please call **us**.

## Important Note – The **statement**

The **statement** containing information whether provided verbally, on an internet site, or in writing by **you** or anyone acting on **your** behalf upon which **your** premium was calculated is the basis of **your** contract with **the insurer**. **Your** attention is drawn to the importance of the accuracy of the information supplied on the **statement**. If **you** agree that the information is correct, please sign and date the **statement** and retain with **your** policy booklet.

If any information supplied is incorrect or missing, please contact **us** immediately but no later than seven days after receipt so that a revised **statement** may be issued. The revised information may result in a change to the premium quoted and/or the terms that apply to the policy. Any difference to the premium quoted will need to be paid for cover to continue.

*If it is subsequently found that the information given on the **statement** is incorrect then this may result in any claim under the policy being refused and the policy deemed never to have been of any effect.*

# Making a Claim

If **you** wish to make a claim on **your** household insurance policy, all **you** need to do is call **our** 24 hour claims helpline. We'll take all the details over the phone and tell **you** what **you** need to do next.

## Legal Advice Helpline

If **you** need any advice on a legal matter then call 01603 420033 quoting the reference ULR. **You** are covered up to £50,000 for the following:

- Claims arising from personal injury or death
- Contract of employment claims
- Consumer disputes
- Claims relating to damage to **your home**

See pages 39 to 44 for further details regarding this cover.

# Our Service Commitment to You

To ensure that **our** service is consistently the best possible, **we** constantly review and enhance **our** quality system, procedures and the training of **our** staff. **We** also monitor all our suppliers, making sure that the services **we** depend on, to fulfil **our** promise to all **our** customers can be delivered. All **our** customers are highly valued and **we** will do **our** utmost to ensure complete satisfaction.

**Our** commitment to quality means that **we** operate a defined quality system to minimise any failing in customer care and in addition **we** are also recognised as an Investor in People, doing **our** utmost to ensure that **our** staff are as fully developed and highly trained as possible. As a result, **we** hope that **you** can enjoy a truly first class service.

**Your** Home Insurance policy is administered by Heath Lambert Ltd, authorised and regulated by the Financial Services Authority (FSA). **You** can check this on the FSA website [WWW.fsa.gov.uk/register](http://WWW.fsa.gov.uk/register) or by calling 0845 606 1234.

# Complaints Procedure

**We** take care to provide the highest standards of service. However, should **you** have cause to make a complaint, **you** can do this by contacting a senior member of **our** team on 01924 207097 or by writing to **our** Customer Relations Department at Phoenix Court, Jacobs Well Lane, Wakefield WF1 3NT.

- **Your** complaint will be acknowledged within 5 working days.
- **We** aim to resolve complaints within 20 working days

Once an assessment and full investigation of **your** concerns has been made, **we** will respond with a decision.

Most complaints can be resolved quickly, but occasionally more detailed enquiries may be required. If this is likely **we** will contact **you** with an update and give **you** an expected date of response.

If **you** remain unhappy with the decision **you** can follow the complaint routes indicated below and write to:-

The Chief Executive of **your** Insurance Company at the registered office address shown on **your schedule**,

or if **your schedule** shows “at Lloyd’s” **you** should write to the following address:

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

If **you** are still dissatisfied with the decision **you** may contact:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Their telephone number is 0845 080 1800

The Financial Ombudsman Service will tell **you** whether they can consider **your** complaint. **You** may be entitled to compensation. The Financial Ombudsman Service will only consider **your** complaint once **you** have a final decision from **us**.

However, please ensure that, in the first instance, **you** advise **us** of any issues **you** may have.

Following the complaints procedure does not affect **your** right to take legal action.

## Financial Services Compensation Scheme (FSCS)

If **your** insurance company is unable to meet its liabilities under the insurance, **you** may be entitled to compensation from the FSCS. The first £2,000 of a claim is protected in full and 90% of the remainder of the claim will be met. **You** can get further details at [www.fscs.org.uk](http://www.fscs.org.uk) or by calling 020 7892 7300.

# INTRODUCTION

This document sets out the conditions of the contract of insurance between **you** and **the insurer** shown in **your schedule**. **You** should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included. **Your schedule** shows the sections included:
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance contract as a whole.

Please contact **us** immediately if **you** would like to ask any questions.

## Definitions - Where the following words appear in bold in this insurance contract they will have the same meanings as shown below.

### Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

### Bodily Injury

Includes death or disease.

### Buildings

- The **home** and its decorations
  - fixtures and fittings attached to the **home**
  - tennis courts, swimming pools, drives, patios and terraces, walls, gates and fences and fixed fuel tanks
- within the boundaries of the **home** which **you** own or for which **you** are legally responsible.

### Business Equipment

Computers, printers, scanners and their accessories, furniture, photocopiers, fax machines and phone equipment in the **home** (other than equipment belonging to **your** employer).

### Contents

Household goods, **valuables** and **personal belongings**, within the **home**, which are **your** property or which **you** are legally responsible for. **Contents** includes:

- tenant's fixtures and fittings
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**
- **money** up to £350 in total
- deeds and personal documents up to £500 in total

This definition does not include:

### Business Equipment

- Stock or materials held for business or trade purposes.

### Contents

- mechanically propelled or assisted vehicles (other than domestic garden machinery), caravans, trailers (including trailer tents) or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business

### Definitions (Continued)

- stamps or coins forming part of a collection up to £1,000 in total
- **Valuables** up to 35% of the sum insured for **contents**, 10% of the sum insured for any one item, unless specified.
- pedal cycles up to £250 in total.
- **business equipment** up to £3,000.

### Credit Cards

**Credit cards**, charge cards, debit cards, bankers cards and cash dispenser cards.

### Endorsement

A change in the terms and conditions of this insurance.

### Excess

The amount, payable by **you** as the first part of every claim.

### Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the risk address shown in the **schedule**, which **you** are legally responsible for.

### Money

- current legal tender, postal and money orders
  - postage stamps not forming part of a stamp collection
  - savings stamps and savings certificates, travellers' cheques
  - premium bonds, luncheon vouchers and gift tokens
- all held for private or domestic purposes.

### Period of Insurance

The duration of this policy as shown in the **schedule**.

### Personal Belongings

Luggage, clothing, sports, musical, camping, photographic equipment and other items which **you** normally wear, or carry with **you**. All items must belong to **you** or be **your** legal responsibility

This definition does not include:

- purposes, (other than **business equipment**) unless specified in the **schedule**
- any property insured under any other insurance
- landlords fixtures and fittings.
- lottery tickets and raffle tickets.

- Lottery tickets and raffle tickets

### Personal Belongings

- tools or instruments used or held for business, profession or trade purposes
- **valuables**
- **money** and **credit cards**
- contact or corneal lenses, hearing aids
- pedal cycles
- any property insured under any other insurance.
- mechanically propelled or assisted vehicles (other than domestic garden machinery), caravans, trailers (including trailer tents) or watercraft or their accessories

## Definitions (Continued)

### Sanitary Ware

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

### Schedule

The **schedule** is part of this insurance contract and contains details of **you**, the **home**, the sums insured, the **period of insurance** the policy sections included and any endorsement(s) which apply.

### Statement

The **statement** containing information whether provided verbally, on an internet site, or in writing by **you** or anyone acting on **your** behalf upon which **your** premium was calculated is the basis of **your** contract with **the insurer**.

### Standard Construction

The **home** which is constructed of brick, stone or concrete, with a tile or slate roof.

### The Insurer / their / they

The **Insurer** shown on **your schedule**

### Unfurnished

When the **home** is not furnished enough for **you** to live in.

### United Kingdom

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

### Unoccupied

When the **home** has not been lived in (by **you** or someone who has **your** permission to live in the **home**) for more than 60 consecutive days in any one **period of insurance**.

### Valuables

Stamp, coin or medal collections, antiques, collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs which belong to **you** or are **your** legal responsibility.

### We / us / our

Heath Lambert Ltd

### You / your / insured

The person or persons named in the **schedule** and all members of their family who permanently live in the **home** including any domestic staff.

This definition does not include:

# General Conditions

## Applicable to the whole of this insurance (other than Family Plus Legal Expenses)

**You** must comply with the following conditions (**Your Duties**) or **we** or **the insurer** may, at **our** or **their** option cancel the policy, refuse to deal with **your** claim or reduce any claim payment.

### Your Duties

1. **You** must take all reasonable steps to prevent loss, damage or accident and keep the **buildings** in a good state of repair.
2. **You** must tell **us** immediately if **you**:
  - stop using the **home** as **your** permanent private residence.
  - let the property, or part of it or change the person renting the property, or part of it.
  - regularly leave the **home** unattended by day or by night, or leave the property **unoccupied** for more than 60 consecutive days.
  - change any information given to **us** at the time of quotation.

When **you** tell **us**, **the insurer** has the option to change the conditions of this insurance.

3. **You** must tell **us** before you start any conversions, extensions or other structural work to the **buildings**. When **we** receive this notice, **the insurer** has the option to change the conditions of this insurance.

**If you fail to comply with any of the above duties, this insurance may become invalid.**

4. The parties to this contract are free to choose the Law that will apply to it. Unless specifically agreed in writing to the contrary by **the insurer**, this insurance shall be subject to English Law
5. The language used in the policy and in any communications relating to it will be in English.
6. The sums insured declared by **you** should represent the full cost of rebuilding the **buildings**, or the full value of replacing the **contents** as new (except for clothing, linen and pedal cycles where an amount should be deducted for wear and tear). The most **the insurer** will pay is the sum insured shown on **the schedule**.

If the cost of rebuilding the **buildings** or replacing the **contents** exceeds the sum insured stated in **the schedule**, **you** will have to pay a share of the claim. For example if **your** sum insured only covers one-third of the rebuilding or replacement costs, **the insurer** will only pay one-third of the claim.

7. The sums insured will be index-linked. This means that the sum insured for **buildings** will be adjusted, in line with changes in the House Rebuilding Costs Index, produced by the Royal Institution of Chartered Surveyors or any other index **the insurer** decides. The sum insured for **contents** will be adjusted in line with the changes in the Consumer Durables section of the Consumer Price Index compiled by the Office of National Statistics or any other index that **the insurer** decides.

If **you** make a claim, index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

**The insurer** will not make a charge for index-linking during the **period of insurance**. Each time your insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

8. Contracts (Rights of Third Parties) Act 1999. This contract does not give, or intend to give rights to anyone else. No one else has the right to enforce any part of this contract. **We or the insurer** may change any part of the contract without getting anyone else's permission.
9. Several Liability Notice. The subscribing insurers obligations under contracts of insurance are several and not joint and are limited solely to the extent of their subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
10. When **your** policy is due for renewal **we** may offer to renew it for **you** automatically, to ensure that **your** cover is uninterrupted, and to save **you** having to remember to contact **us** before the policy expires. If **we** offer to do this, **we** will write to **you** before **your** policy expires, with full details of **your** next renewal premium and policy conditions. As part of this process, **we** will search from **our** extensive panel of insurers to find **you** the best price available and **we** may offer to move **you** to a new insurer. If **you** do not want to renew the policy, then please contact **us**.

## General Exclusions

### Applicable to the whole of this insurance (other than Family Plus Legal Expenses)

This insurance does not cover you for direct or indirect loss of, or damage to any property, or any legal liability, caused by or contributed to, or arising from the following:

Radioactive contamination from:

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

War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil rebellion, revolution or military or usurped power.

Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the period of insurance.

**The insurer** will not cover claims arising from pollution, or contamination which happens as a result of the deliberate releasing of substances, or as a result of leaks other than escape of water or oil from your fixed domestic water or heating systems, subject to the terms and conditions of the insurance.

**The insurer** will not pay for any loss or damage, or legal liability, directly or indirectly arising from mechanical, electrical, electronic or computer breakdowns, failures or breakages and computer viruses.

Loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Any reduction in market value of any property following its repair or reinstatement.

Indirect loss of any kind.

Any loss or damage that existed before this policy started.

### **Allianz Terrorism Exclusion**

This policy does not cover the following.

Loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### **Ecclesiastical Terrorism Exclusion**

#### **Definition of Terrorism**

#### **Applicable to all sections of the policy**

Notwithstanding anything to the contrary in this policy Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political religious ideological ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

#### **Terrorism Exclusion Clause for Contamination**

#### **Applicable to any section or part of a section insuring damage to property**

Notwithstanding any provision to the contrary within this insurance it is agreed that regardless of any contributory cause this insurance does not cover any loss damage expense or consequential loss of whatsoever nature directly or indirectly caused by resulting from or in connection with

- a) Contamination or the threat of Contamination
- b) any action taken in controlling preventing or in any way relating to Contamination or the threat of Contamination due to any act of Terrorism

For the purposes of this endorsement "Contamination" means the contamination poisoning or prevention and/or limitation of the use of objects due to the effects of any substance or process

If the Company alleges that by reason of this exclusion any loss damage expense or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

### **Terrorism Limitation (Employers' Liability)**

#### **Applicable to any section or part of a section insuring Employers' Liability**

This limitation shall only apply in respect of any liability directly or indirectly caused by resulting from or in connection with any act of Terrorism

The liability of the Company for damages costs and expenses of whatsoever nature payable in respect of any claim against the Insured or series of claims against the Insured arising out of one Event shall not exceed £5,000,000

If the Company alleges that by reason of this limitation any liability for damages costs or expenses is covered only up to a specified limit of liability the burden of proving the contrary shall be upon the Insured

### **Terrorism Exclusion (Third Party Liability)**

#### **Applicable to any section or part of a section insuring legal liability to third parties**

Notwithstanding any provision to the contrary it is agreed that this insurance does not provide an indemnity in respect of any liability to third parties for damages costs or expenses directly or indirectly caused by resulting from or in connection with any act of Terrorism

This policy also excludes any such third party liability directly or indirectly caused by resulting from or in connection with any action taken in controlling preventing suppressing or in any way relating to any act of Terrorism

If the Company alleges that by reason of this exclusion any liability for damages costs or expenses of whatsoever nature is not covered by this policy the burden of proving the contrary shall be upon the Insured

### **Terrorism exclusion for all other Insurers or Lloyd's underwriters**

This Insurance will not pay for:-

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any consequential loss;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from:

- a) terrorism; and/or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purpose of this endorsement, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- (i) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (ii) putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

# Cancellation Rights

## Cooling Off Period

This policy provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. **You** must notify **us** no later than 14 days after the start date of **your** cover, or after **you** receive **your** policy documents whichever is later, should **you** wish to cancel **your** policy in this reflection period. This is subject to certain terms, including a minimum time on risk charge that will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy. **You** must return the **schedule** immediately.

## Cancellation after the cooling off period

**We** or **the insurer** may cancel this policy by writing to **you** at your last known address and confirming in **our/their** letter that all cover will end 7 days after the date on the letter. **You** must return the **schedule** to **us** immediately. A refund based on pro-rata rates, less an administration fee, will be payable by **the insurer** for any remaining **period of insurance**.

**You** may cancel this policy by giving **us** written notice and returning the **schedule**. A refund based on **our** short period rates shown below, less an administration fee, will be given for any remaining **period of insurance**. If the amount due when **you** cancel **your** policy is more than the amount **you** have paid, **you** must pay the difference. Any refund due from **the insurer** will be calculated from the date that **we** receive the **schedule**.

A refund will not be allowed if:

A claim is made during the **period of insurance** or the premium is being paid by monthly instalments.

The following scale shows how the charges are calculated and all cancellations are subject to an administration charge.

Expired Period of insurance	Percentage of refund
up to 2 months	80%
3 months	70%
4 months	60%
5 months	50%
6 months	40%
7 months	30%
8 months	20%
over 8 months	Nil

## Instalments

If you choose to pay through **our** monthly instalment scheme and fail to make a payment when due, **we** will consider this to be notice that **you** want to cancel **your** policy. **You** must return the **schedule** to **us** immediately.

Where a claim has been notified, **you** must continue with the instalment payments throughout the remaining **period of insurance** or settle the premium in full.

**We** or **the insurer** may at **our** or **their** option, deduct any outstanding instalments from any claim settlement.

# Claim Conditions Applicable to the whole of this insurance

## (other than Family Plus Legal Expenses)

**You** must comply with the following conditions (**Your Duties**) or **we** or **the insurer** may, at **our** or **their** option cancel the contract, refuse to deal with **your** claim, or reduce any claim payment.

### **Your Duties**

In the event of a claim or possible claim under this insurance:

1. **You** must notify **us** within 5 days, giving full details of what has happened.
2. **You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** or **the insurer** may reasonably require.
3. **You** must pay for any estimates, reports, certificates, plans and specification information that **we** or **the insurer** may require.
4. **You** must immediately forward to **us**, unanswered, any letter, claim, writ, summons or other legal document **you** receive, if a claim for liability is made against **you**.
5. **You** must not admit liability, or offer or agree to settle any claim without **our** written permission.
6. **You** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property and obtain a crime or lost property number.
7. **You** must not dispose of any damaged items as **we** or **the insurer** may need to see them.
8. **You** must allow **us** or **the insurer** to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations, where necessary.
9. In order to substantiate any claim, **you** must provide **us** or **the insurer** with original purchase receipts, invoices, instruction booklets or photographs along with purchase dates of lost or stolen property.

### **How we deal with your claim**

If **your** claim for loss or damage is covered under Section 1 Buildings, **we** or **the insurer** will pay the full cost of repair or reinstatement as long as:

- the **buildings** were in a good state of repair immediately prior to the loss or damage and;
- the sum insured is enough to pay for the full cost of rebuilding the **buildings** in their present form and the damage has been repaired, or loss has been reinstated.

**The insurer** will take an amount off for wear and tear, from the cost of any reinstatement or repair, if immediately before the loss or damage the **buildings** were not in a good state of repair.

If **you** claim for loss or damage to the **contents, we or the insurer** will at **our** or **their** option repair, replace or pay for any article covered under Section 2 Contents, Section 3 Valuables and personal belongings and Section 6 Pedal Cycles

For total loss or destruction of any article **we or the insurer** will pay **you** the cost of replacing the article as new as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new and **you** have paid for, or **we or the insurer** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothing, linen, camping equipment and
- pedal cycles

where **the insurer** will take off an amount for wear and tear.

**The insurer** will not pay the cost of replacing or repairing any undamaged parts of the **buildings, contents, valuables and personal belongings**, which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

#### 1. Defence of claims

**We or the insurer** may:

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we or the insurer** consider necessary, to enforce **your** rights or **their** rights, under this insurance.

#### 2. Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **the insurer** will only pay **their** share of the claim.

#### 3. Fraudulent Claims

If **you** or anyone acting on **your** behalf makes any claim knowing it to be false or fraudulent as regards amount or otherwise, or if any loss or damage is caused by **your** wilful act or with **your** connivance, **we or the insurer** will not pay any claims and all cover under the policy will cease. **We or the insurer** may also report the matter to the Police.

**The insurer** may at **their** option declare the policy void. **The insurer** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date. **The insurer** shall not make any return premium.

## Section 1 Buildings (Your schedule will show you if this cover applies)

What is covered:

Loss or damage to **your buildings**, during the **period of insurance**, caused by the following insured events.

1. Fire, smoke, lightning, explosion or earthquake.
2. Storm or flood.
3. Escape of water or oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation or plumbed in domestic appliance.
4. Water freezing in any fixed domestic water or heating installation.
5. Theft or attempted theft.

What is not covered:

The first £50 of every claim, other than event 8, or as otherwise stated in **the schedule**.

1. • any gradually operating cause.
2. • loss or damage caused by subsidence, heave or landslip.
  - loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools or covers, fences, gates and hedges.
  - damage caused by frost.
  - loss or damage caused by rising ground water levels.
  - loss or damage to radio or television aerials.
3. • loss or damage caused by subsidence, heave or landslip.
  - loss or damage to domestic fixed fuel oil tanks in the open and swimming pools or covers.
  - loss or damage while the **home** is **unoccupied** or **unfurnished**.
  - any gradually operating cause.
  - loss or damage by faulty workmanship.
  - loss or damage to the installation itself.
4. • loss or damage if **your home** is **unoccupied** or **unfurnished**.
  - loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
5. • loss or damage while the **home** is **unoccupied** or **unfurnished**.
  - loss or damage while the **home** is lent, let or sublet unless the loss or damage follows violent and forcible entry.
  - loss or damage caused by **you** or **your** guests or tenants.
  - loss by deception, unless deception is used only as a way to get into **your home**.

What is covered:

6. Collision or impact by any vehicle or animal, aircraft and other flying devices or items dropped from them.
7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.
8. Subsidence or heave of the site upon which the **buildings** stand or landslip.
9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.
10. Falling trees, branches, telegraph poles or lampposts.

What is not covered:

6. • loss or damage while the **home** is **unoccupied** or **unfurnished**.
  - loss or damage caused by insects, birds, vermin or domestic pets.
7. • loss or damage caused by **you** or **your** guests or tenants.
  - loss or damage while the **home** is **unoccupied** or **unfurnished**.
8. • loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the **home** are also affected at the same time by the same cause.
  - loss or damage to solid floors, unless the walls of the **home** are damaged at the same time by the same cause.
  - loss or damage arising from faulty design, specification, workmanship or materials.
  - loss or damage, which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law.
  - the first £1,000 of every claim unless otherwise stated in the **schedule**.
  - loss or damage caused by coastal or river erosion.
  - loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions.
  - loss or damage caused by normal settlement, shrinkage or expansion.
9. • loss or damage to radio or television aerials, fixed satellite dishes, their fittings and masts.
10. • loss or damage caused by trees being cut down or cut back.
  - loss or damage to gates, hedges and fences.
  - the cost of removing trees, branches, telegraph poles or lampposts unless the **buildings** are damaged at the same time.

## Section 1 Buildings also covers:

What is covered:

- a) The cost of **accidental damage** to:
- fixed glass and double glazing (including the cost of replacing frames)
  - solar panels
  - **sanitary ware**
  - ceramic hobs
- all forming part of the **buildings**.
- b) The cost of **accidental damage** to:
- domestic oil pipes
  - underground water-supply pipes
  - underground sewers, drains and septic tanks
  - underground gas pipes
  - underground cables
- serving the **home** and which **you** are legally responsible for.
- c) If **you** have to move out of **your home** because of any loss or damage covered by an insured event, **the insurer** will pay **you** up to 10% of the sum insured under Section 1 Buildings for one of the following expenses or losses **we** or **the insurer** have agreed to:
- rent **you** would have received if **your home** could have been lived in.
  - the cost of reasonable alternative accommodation for the time **you** cannot live in **your home**.
  - an amount equal to the rent which **you** pay while **you** are not living in **your home**.
- The insurer** will only pay under this section for the period **your home** is unfit to live in.
- d) Expenses **you** have to pay and which **the insurer** has agreed in writing for:
- architects', surveyors', consulting engineers' and legal fees
  - the cost of removing debris and making safe the **buildings**
  - costs **you** have to pay in order to comply with any Government or local authority requirements
- following loss or damage to the **buildings** under Section 1 Buildings
- e) Anyone buying the **home** who will have the benefit of Section 1 Buildings until the sale is completed or the insurance ends, whichever is sooner.

What is not covered:

- a) • damage while the **home** is **unoccupied** or **unfurnished**.
- b) • damage due to wear and tear or gradually operating cause.  
• the cost of clearing blocked sewer pipes, drains, soakaways, pipes or underground tanks.
- d) • any expenses for preparing a claim or an estimate of loss or damage.  
• any costs if Government or local authority requirements have been served on **you** before the loss or damage.
- e) • loss or damage if the **buildings** are insured under another insurance.

## **Buildings Liability** - Liability as the owner of your present home, or a previous home.

What is covered:

All amounts which **you** become legally liable to pay, for liability arising out of the ownership of the **buildings** by the person(s) named in the **schedule** during the **period of insurance**. **The insurer** will provide this cover if the accidents result in:

- **bodily injury** to any person other than **you** or a **domestic employee**
- loss or damage to property which **you** or **your domestic employee** does not own or have legal responsibility for.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable to pay, for liability under this Section.

**The insurer** will pay up to £2,000,000 for any one claim or series of claims arising from the same incident. **The insurer** will also pay any costs and expenses **they** have agreed in writing.

**The insurer** will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in:

- **bodily injury** to any person, or
- loss or damage to property.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable to pay, for liability under this section.

**The insurer** will pay up to £2,000,000 for any one claim or series of claims arising from the same incident. **The insurer** will also pay any costs and expenses **they** have agreed in writing.

What is not covered:

**You** are not covered for liability arising:

- as the occupier of the **home**.
- from any agreement or contract unless **you** would have been legally liable anyway.
- from the ownership or occupation of any land or **buildings** other than the **home**.
- where **you** are entitled to cover from another source.
- from any trade or business activity.
- from any communicable disease or condition.
- from **you** owning or using any
  - power-operated lift.
  - mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use).
  - aircraft, hovercraft or watercraft (other than rowing boats or canoes).
  - caravan or trailer.
  - animals other than **your** domestic pets.
  - dangerous dogs specified under the Dangerous Dogs Act 1991.
- liability arising from
  - the direct or indirect consequences of assault or alleged assault.
  - any deliberate or wilful or malicious act.

**You** are not covered for liability arising from:

- an incident which happens over 7 years after this insurance ends or **your home** was sold.
- any cause for which **you** are entitled to cover under another source, or
- the cost of correcting any fault or alleged fault.

## **Accidental Damage to the Buildings** - The following applies only if the schedule shows that accidental damage to the buildings is included, and the appropriate additional premium has been paid.

What is covered:

**Accidental damage** to the **buildings**, during the **period of insurance**.

What is not covered:

- the first £50 of every claim unless otherwise stated in **the schedule**.
- damage or any proportion of damage, which **we** specifically exclude elsewhere under Section 1 Buildings
- the **buildings** moving, settling, shrinking, collapsing, or cracking.
- damage while the **home** is being altered, repaired, cleaned, maintained or extended.
- damage while the **home** is lent, let or sublet.
- the cost of general maintenance.
- damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, fungus, mould or frost or any other gradually operating cause.
- damage arising from faulty design, specification, workmanship or materials.
- damage from mechanical or electrical faults or breakdown.
- damage caused by dryness, dampness, extremes of temperature or exposure to light.
- damage to swimming pools or covers, gates and fences and fuel tanks.
- damage caused by domestic pets.
- depreciation in value.
- damage while the **home** is **unoccupied** or **unfurnished**.
- any other loss connected to the event **you** are claiming for, unless **we** provide cover under this insurance policy as set out within this policy wording.

## Section 2 Contents (Your schedule will show you if this cover applies)

What is covered:

Loss of or damage to **your contents** whilst in the **home** during the **period of insurance** caused by the following insured events:

1. Fire, smoke, lightning, explosion or earthquake.
2. Storm or flood.
3. Escape of water or oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation or plumbed in domestic appliance.
4. Water freezing in any fixed domestic water or heating installation.
5. Theft or attempted theft.
6. Collision or impact by any vehicle or animal, aircraft and other flying devices or items dropped from them.

What is not covered:

The first £50 of every claim, unless otherwise stated in **the schedule**.

1. • any gradually operating cause.
2. • loss or damage by **frost**.
  - loss or damage to **contents** in the open.
  - loss or damage caused by rising ground water levels
3. • loss or damage due to wear and tear or any gradually operating cause.
  - loss or damage caused by faulty workmanship.
  - loss or damage if **your home** is **unoccupied** or **unfurnished**.
4. • loss or damage if **your home** is **unoccupied** or **unfurnished**.
  - loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
  - loss or damage to the installation itself.
  - loss or damage caused by faulty workmanship.
5. • loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry.
  - any amount over £1,000 for theft or attempted theft from any domestic outbuilding or garage.
  - loss or damage caused by **you** or **your** guests or tenants.
  - loss or damage if **your home** is **unoccupied** or **unfurnished**.
  - loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable or irrecoverable or irredeemable for any reason.
6. • loss or damage caused by insects, birds, vermin or domestic pets.

What is covered:

7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.
8. Subsidence or heave of the site upon which the **buildings** stand or landslip.
9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and mast.
10. Falling trees, branches, telegraph poles or lamp-posts.

### **The following covers are also included under Section 2 - Contents**

- a) **accidental damage to**
- televisions, satellite decoders.
  - audio and video equipment.
  - radios.
  - home computers, video cassette recorders.
- all situated within the **home**.

What is not covered:

7. • loss or damage while the **home** is **unoccupied** or **unfurnished**.
    - loss or damage caused by **you** or **your** guests or tenants.
  8. • loss or damage arising from faulty design, specification, workmanship or materials.
    - loss or damage whilst the **home** is undergoing any structural repairs, alterations or extensions.
    - loss or damage by coastal or river bank erosion.
  10. • loss or damage caused by trees being cut down or cut back, within the boundary of the **buildings**.
    - the cost of removing trees, branches, telegraph poles or lamp-posts unless the **contents** are damaged at the same time.
- a) • damage caused by domestic pets.
- damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling.
  - damage to tapes, records, cassettes, discs or computer software.
  - mechanical or electrical faults or breakdown.
  - damage to video cameras or camcorders.
  - damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, fungus, mould or frost or any other gradually operating cause.
  - damage caused by dryness, dampness extremes of temperature and exposure to light.
  - the cost of remaking any film, disc or tape or the value of any information contained on it.
  - damage or contamination to computers or computer equipment by:
    - erasure or distortion of data
    - accidental erasure or mislaying or misfiling of documents or records.
    - computer viruses.

What is covered:

- b) The **contents**, if these are not already insured elsewhere whilst they are temporarily out of the **home** against loss or damage directly caused by:
- (i) Events 1-10 under Section 2 Contents while the **contents** are:
    - in any occupied private dwelling.
    - in any building where **you** are living or working.
    - in any building for valuation, cleaning or repair.
    - in any bank or safe deposit.
  - (ii) fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new address or to or from any bank, safe deposit or furniture store.
- c) If **you** have to move out of **your home** because of any loss or damage covered by an insured event, **the insurer** will pay **you** up to 15% of the sum insured under Section 2 Contents for one of the following expenses or losses **the insurer** has agreed to:
- rent **you** would have received if **your home** could have been lived in.
  - the cost of reasonable alternative accommodation for the time **you** cannot live in **your home**.
  - an amount equal to the rent which **you** pay while **you** are not living in **your home**.
- The insurer** will only pay under this section for the period **your home** is unfit to live in.
- d) Fatal injury to **you**, happening at the risk address shown in **the schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:
- £10,000 for each insured person aged sixteen or over.
  - £5,000 for each insured person under sixteen years of age at the time of death.
- e) Up to £250 for costs **you** have to pay for replacing locks to safes, alarms and outside doors to the **home** following theft or loss of **your** keys.
- f) Increased metered water charges **you** have to pay, following an escape of water which gives rise to an admitted claim under event 3 Section 2 Contents.
- g) **The insurer** will pay **you** an amount not exceeding £10 per day in respect of loss of irrecoverable earnings and additional expenses arising from service as a Juror.

What is not covered:

- b) • **contents** outside the **United Kingdom**.
- **money**.
  - loss or damage to **contents** in a furniture store.
  - theft or attempted theft from any building unless by forcible and violent entry.
  - loss or damage to **contents** in a mobile home or motor home.
- f) • More than £750 in any **period of insurance**.
- g) • more than £200.

What is covered:

- h) **The insurer** will pay up to 15% of the sum insured for **contents** that **you** become legally liable to pay under a tenancy agreement for:
- loss or damage caused by events 1-10 of Section 2 Contents and events a) and b) of Section 1 Buildings,

**The insurer** will only provide this cover if the loss or damage occurs during the **period of insurance**.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable to pay for liability under this Section.

- i) Breakage of mirrors, glass or ceramic tops to furniture and fixed glass in furniture.
- j) During 14 days before and 14 days after **your** wedding day, the sum insured on **your contents** will be increased by 10% to cover **your** wedding gifts.
- k) During the month of December, and also for 7 days before and after **your** birthday or wedding anniversary, the sum insured on **your contents** will be increased by 10% to cover Christmas, birthday or wedding anniversary gifts.
- l) **Contents** and garden furniture, toys or ornaments in the open but within the boundaries of **your home**, up to £250 for loss or damage caused by events 1 and 3 to 10 under Section 2 Contents.
- m) Loss or damage to **contents** in a removal vehicle while being removed by professional removal contractors, from **your home** to a new permanent address in the **United Kingdom**.

The most **the insurer** will pay will be the sum insured on **contents** shown in **the schedule**.

What is not covered:

- i) • loss or damage while the **home** is **unoccupied** or **unfurnished**.
- l) • loss or damage to trees, plants, shrubs or garden produce.  
• loss or damage to **money, credit cards, valuables**, pictures, works of art.  
• loss or damage to property in or on any motor vehicle or trailer.
- m) • loss or damage to pictures, china, glass, pottery, porcelain or other brittle articles unless they are packed and loaded by professional removal contractors.  
• loss or damage to audio, visual and computer equipment unless they are packed and loaded by professional removal contractors.  
• loss or damage to **money, credit cards** and **valuables**.  
• loss or damage to property in store, except while it is in a locked removal vehicle overnight.

- n) **We** will pay for loss or damage arising within **Your Home** as a result of any cause listed in numbers 1 - 10 of Section Two Contents to replace audio/visual files **you** have bought and stored on **Your** home computer that is deemed irretrievably lost and has not been otherwise stored on either pre-recorded or writable media.

In order for a claim to be considered **you** must be able to supply proof of purchase.

What is not covered:

**We** will not pay for the cost of:

- remaking a film, a tape or a disc
- rewriting the information contained on **Your** home computer
- any amount over £500 in any period of insurance
- any claim unless proof of purchase can be provided
- any illegally downloaded files
- accidental deletion, distortion, mislaying or misfiling of files
- files downloaded for business or trade purposes
- audio/visual files which have been backed up
- data, information or computer programs which have been created by members of your household
- losses caused by computer viruses, mechanical and electrical breakdown or failures
- loss or damage caused by the computer's failure to recognise the true calendar date

## **Contents Liability** - This section applies only if the contents are insured under Section 2.

What is covered:

### **Personal Liability**

**The insurer** will pay for all amounts which **you** become legally liable to pay for accidents not connected with **you** owning or living in **your home** which result in:

- **bodily injury** to any person other than **you** or **your** domestic staff;
- loss or damage to property which **you** or **your** domestic staff do not own or have legal responsibility for.

**The insurer** will provide this cover for accidents which occur during the **period of insurance**, and which happen in the **United Kingdom**.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

**The insurer** will pay up to £2,000,000 for any claim or series of claims resulting from one incident. **The insurer** will also pay any costs and expenses **they** have agreed in writing.

### **Liability as occupier of your home**

**The insurer** will pay (as occupier and not owner of **your home**), all amounts which **you** become legally liable to pay for incidents happening in and around **your home** which result in:

- **bodily injury** to any person other than **you** or **your** domestic staff,
- loss or damage to property which **you** or **your** domestic staff do not own or have legal responsibility for.

**The insurer** will provide this cover for incidents which occur during the **period of insurance**.

If **you** die, **the insurer** will pay all amounts **your** personal representatives become legally liable to pay for liability under this Section.

**The insurer** will pay up to £2,000,000 for any claim or series of claims resulting from one incident. **The insurer** will also pay any costs and expenses **they** have agreed in writing.

What is not covered:

### **Liability arising**

- as owner of the **home**.
- from any agreement or contract unless **you** would have been legally liable anyway.
- from the ownership or occupation of any land or buildings other than the **home**.
- where **you** are entitled to cover from another source.
- from any trade or business activity.
- from **you** owning or using any
  - power-operated lift.
  - mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use).
  - aircraft, hovercraft or watercraft (other than rowing boats or canoes).
  - caravans or trailers.
  - animals other than **your** pets,
  - dangerous dogs specified under the Dangerous Dogs Act 1991.
- from loss or damage while the **home** is **unfurnished** or **unoccupied**.
- from the transmission of any communicable disease or virus by **you** or any member of **your** family.
- from firearms (except shotguns used for sporting purposes).
- for **bodily injury** to a member of **your** family or any person usually living in the **home** or to **your** domestic staff.

What is covered:

### Unpaid Damages

The insurer will pay **you** all amounts which **you** have been awarded in courts within the **United Kingdom** and which have not been paid to **you** within 3 months of the date of the award. The insurer will only provide this cover if:

- there is not going to be an appeal
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**
- **you** would have been entitled to a payment under the personal liability part of Section 2 Contents if the award had been made against **you** rather than to **you**
- the person who owes the award does not live with **you**.

The insurer may take proceedings, at **their** own expense and for **their** own benefit, to recover any payment **they** have made under this insurance.

The insurer will pay up to £100,000 for any claim or series of claims resulting from one incident.

## Accidents to Domestic Staff - This section applies only if the contents are insured under Section 2.

What is covered:

- amounts **you** become legally liable to pay, including costs and expenses which the insurer has agreed in writing, for accidental **bodily injury** to domestic staff employed to carry out domestic duties associated with the home and not in connection with any business, trade or profession happening during the **period of insurance** in connection with incidents arising at the risk address, shown in **the schedule**.

### Limit of insurance

The insurer will not pay more than £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses which **they** have agreed in writing.

What is not covered:

### Liability arising

- for damage to property owned by or held in trust or in the custody or control of **you** or **your** family or any person usually living in the **home**.
- from the direct or indirect consequences of assault or alleged assault.
- from any deliberate or wilful or malicious act.

What is not covered:

### Bodily Injury arising directly or indirectly

- from any infectious disease or condition.
- from visits to Canada or the United States of America after the total period of stay has exceeded 60 days in the **period of insurance**.
- to any domestic staff arising out of being carried in or on a vehicle or entering or getting on to or off a vehicle where any road traffic law says **you** must have insurance or security.

## **Accidental Damage to Contents** - The following applies only if the schedule shows that accidental damage to contents is included, and the appropriate additional premium has been paid.

What is covered:

**Accidental damage** to the **contents** within the **home**, happening during the **period of insurance**.

What is not covered:

the first £50 of every claim unless otherwise stated in **the schedule**.

- damage or any proportion of damage which **we** specifically exclude elsewhere under Section 2 Contents.
- damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- any amount over £1,000 in total for porcelain, china, glass and other brittle articles.
- **money, credit cards**, documents or stamps.
- damage to contact, corneal or micro corneal lenses.
- damage while the **home** is lent, let or sub-let.
- damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, fungus, mould or frost or any other gradually operating cause.
- damage arising out of faulty design, specification, workmanship or materials.
- damage from mechanical or electrical faults or breakdown.
- damage caused by dryness, dampness, extremes of temperature and exposure to light.
- damage caused by domestic pets.
- depreciation in value.
- the cost of remaking any film, disc or tape or the value of the information contained on it.
- any other loss connected to the event **you** are claiming for, unless **we** provide cover under this insurance policy as set out within this policy wording.

## Section 3 Valuables and Personal Belongings - The following applies only if the schedule shows that valuables & personal belongings is included, and the appropriate additional premium has been paid.

What is covered:

Accidental loss, damage or theft of the property stated below occurring anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

- Specified items  
**The insurer** will pay the cost of replacing or repairing loss or damage to any item specified in **the schedule**.
- Unspecified **valuables**, clothing and **personal belongings**  
**The insurer** will pay the cost of replacing or repairing **your valuables**, clothing and **personal belongings** up to the sum insured in **the schedule**, and up to a limit of £1,500 for any one item, pair or set.

What is not covered:

The first £50 of every claim unless otherwise stated in **the schedule**.

- **The insurer** will not pay **you** more than the sum insured for that item as shown in the **schedule**.
- damage caused by moth, vermin, rot, wear and tear, mould, fungus, or any gradually operating cause.
- damage from electrical or mechanical faults or breakdown.
- damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- damage to guns caused by rusting or bursting of barrels.
- breakage of any sports equipment whilst in use.
- any loss or damage to contact, corneal or micro corneal lenses.
- theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
- any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant.
- any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.
- loss or damage caused by domestic pets.
- faulty workmanship.
- riot or civil commotion outside the **United Kingdom**.
- depreciation in value.
- pedal cycles.
- any other loss connected to the event **you** are claiming for, unless **we** provide cover under this insurance policy as set out within this policy wording.

## Section 3 Valuables and Personal Belongings (Continued)

What is not covered:

- property held or used for business purposes.
- the cost of remaking any film, disc or tape or the value of any information contained on it.
- damage or contamination to computers or computer equipment by:
  - erasure or distortion of data
  - accidental erasure or mislaying or misfiling of documents or records.
  - computer viruses.
- loss or damage when the **home** has been left **unoccupied** or **unfurnished**.
- lottery tickets or raffle tickets.

## Section 4 Freezer Cover - The following applies only if the schedule shows that freezer cover is included, and the appropriate additional premium has been paid.

What is covered:

The cost of replacing **your** food in **your** refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the **period of insurance**.

What is not covered:

The first £50 of every claim, unless otherwise stated in **the schedule**.

- loss or damage caused by any electricity or gas company deliberately cutting off or restricting **your** supply.
- loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- any more than £300.
- If **you** have not complied with the operating instructions set out in the Manufacturers Hand Book.
- loss or damage unless notification is made within 48 hours of discovery to **us**.

## **Section 5 Money and Credit Cards - The following applies only if the schedule shows that money and credit cards is included, and the appropriate additional premium has been paid.**

What is covered:

- theft or accidental loss of **money**
- any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**, provided that within 24 hours of **you** discovering any such loss or theft, **you** have notified the card issuing company and the police

anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

## **Section 6 Pedal Cycles - The following applies only if the schedule shows that pedal cycles is included, and the appropriate additional premium has been paid.**

What is covered:

- the cost of repairing or replacing **your** pedal cycle(s) up to the amount specified in **the schedule** following:
  - theft or attempted theft
  - accidental loss or damage

anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.

What is not covered

The first £50 of every claim, unless otherwise stated in **the schedule**.

- any shortages due to error or omission.
- loss of value.
- more than £350 in respect of **money**  
more than £500 in respect of **credit cards**.
- loss where conditions under which **your credit card(s)** were issued to **you** have been breached.
- any loss arising from an unauthorised use by **you** or anyone living with **you**.

What is not covered

The first £50 of every claim, unless otherwise stated in **the schedule**.

- loss or damage to tyres, lamps, accessories unless the cycle is stolen or damaged at the same time.
- loss or damage due to wear and tear or any gradually operating cause.
- damage from mechanical or electrical faults or breakdown.
- loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- replacing a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- theft by fraudulent means.
- cover that would otherwise be provided elsewhere under this policy.

## **Endorsements** (Your schedule will show you if any endorsement applies to your policy)

### 1. **Subsidence, Heave or Landslip Exclusion Clause**

Subsidence or heave of the site upon which the **buildings** stand or landslip as shown in event 8 of Sections 1 Buildings and Section 2 Contents is not covered by this insurance.

### 2. **Keys Clause**

This insurance does not cover theft of jewellery from safe(s) unless **you** have removed the keys of the safe(s) from the **home** while **you** are absent from the premises.

### 3. **Flood Exclusion Clause**

Section 1 Buildings and Section 2 Contents of this insurance do not cover loss or damage caused by Flood other than directly resulting from escape of water from fixed water tanks, apparatus or pipes as shown in event 3 of Sections 1 Buildings and Section 2 Contents.

### 4. **Hotel/Motel (Jewellery) Clause**

This insurance does not cover loss of or damage to Jewellery whilst on the premises of Hotels or Motels unless the said Jewellery is being worn by **you**, or is contained in a locked safe or vault.

### 5. **Non-Standard Construction Clause**

It is agreed that the construction of the **home** is not of **standard construction**.

### 6. **Musical Instruments Clause**

This insurance provides cover against loss or damage to the musical instruments specified in the **schedule**, but does not cover:

- a) loss or damage caused by moth, vermin, wear, tear and gradual deterioration, scratching, denting,
- b) any loss caused by mechanical and/or electrical derangement unless such derangement arises solely from external causes,
- c) breakage of strings, reeds or drum leads
- d) any loss or damage caused by cleaning or repairing or atmospheric conditions.

### 7. **Theft Limitation Clause**

This insurance does not cover Theft or attempted Theft from the **home** other than as a result of forcible and violent entry.

### 8. **Protection for Doors**

The final exit door must be secured by one of the following:

- A mortise deadlock to British Standard 3621 or a deadlock with at least 5 levers or other lock providing equal security.
- Key-operated security bolts must also be fitted to the top and bottom of all doors except for the final exit door.
- Built-in deadlocking cylinder locks and security bolts if the door is double glazed.
- Mortise security bolts or other key-operated locks fitted at the top and bottom of each portion of french windows or double sliding patio doors.
- Key operated runner locks fitted along with the manufacturer's standard lock on sliding or patio doors.

The locks and security bolts must be locked and secured overnight or when no authorised person is in the **buildings**.

If **you** have not complied with this **endorsement**, **your** claim may be reduced or declined.

9. **Stamp Collections**

For claims under Section 2 Contents or Section 3 Valuables and Personal Belongings for stamp collections, **the insurer** will pay 75% of the Stanley Gibbons catalogue price at the time of the loss or damage. Stamp collections are restricted to properly mounted stamps contained in albums and does not extend to loss or damage to individual stamps, unless the album suffers loss or damage at the same time and from the same cause.

10. **Protection for Windows**

All opening Sections of the basement, ground floor or easily accessible windows to the **buildings** must be secured by key operated window locks. These locks must be operated and secured overnight or when no authorised person is in the **buildings**.

If **you** have not complied with this **endorsement**, **your** claim may be reduced or declined.

11. **Coin Collections**

For claims under Section 2 Contents or Section 3 Valuables and Personal Belongings for coin collections, **the insurer** will pay 75% of the Spinks & Son catalogue price at the time of the loss or damage.

12. **Alarm**

• The intruder alarm, which **we** have details of, must be used:

- overnight, and

- when no authorised person is in the **buildings**.

• The alarm must be maintained in full working order.

• Where **you** have advised **us** that the alarm is under a current maintenance contract any fault brought to **your** notice must be corrected immediately. Theft cover will not be affected by any fault in the alarm which is due to circumstances beyond **your** control.

• **You** must not alter the intruder alarm systems without telling **us**.

• **You** must immediately tell the intruder alarm installer and **us** if the police withdraw response to alarm calls.

If **you** have not complied with this **endorsement**, **your** claim may be reduced or declined.

14. **Buildings used partly for business, profession or trade purposes**

The **buildings** will include those areas which have been declared to **us** as being used in connection with **your** business, profession or trade.

15. **Contact Lenses**

**The insurer** will cover contact lenses under Section 3 Valuables and Personal Belongings but not:

• while **you** are swimming or involved in any other water sports, or in water.

16. **Work being carried out on property**

**The insurer** will not cover loss, damage or liability arising from property which is being worked upon.

17. **Exclusion of Theft**

**The insurer** will not provide any cover for Theft or attempted Theft.

18. **Fire Extinguisher Condition**

At least two fire extinguishers must be installed in the **home**, one of which must be situated in the kitchen.

19. **Water Leaks**

**The insurer** will not pay for any loss or damage arising as a result of water leaking through flat asphalt roofs, unless the loss or damage is caused by an insured event.

## 20. **Hearing Aids**

Section 3 Valuables and Personal Belongings has been extended to include loss or damage to hearing aids.

But **the insurer** will not cover:

- loss or damage while **you** are swimming or involved in any other water sports;
- loss or damage while **you** are in water.

## 21. **Thatched Property Condition**

The following conditions apply to this insurance.

- All chimneys to solid fuel stoves, boilers and open fires must be kept in a good state of repair and be professionally cleaned once a year before October.
- Any old thatch must be burnt more than 100 metres from the **home**.
- No naked flames or tools which produce naked flames must be present in the attic or loft space at any time.
- At least two fire extinguishers must be installed in the **home**, one of which must be in the kitchen.
- The electricity supply system must be inspected and tested at least once every three years by a Contractor approved by the National Inspection Council of Electrical Installing Contracting (NICEIC). Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers.
- The thatch roof of the insured property must be inspected by a thatcher or builder at least once every eight years (or five years if it is a straw roof) and any necessary repairs must be carried out immediately.

## 22. **Settings Warranty**

**The insurer** will not provide any cover under Section 3 Valuables and Personal Belongings, for loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £2,500, unless the jewellery has been examined at least once every two years by a competent jeweller. **The insurer** need written confirmation from the jeweller that all settings are in good order.

## 23. **Mobile or Portable Phones or Pagers**

Section 3 Valuables and Personal Belongings is extended to cover mobile, portable phones and pagers, specified in the **schedule**.

## 24. **Computers and their Equipment**

Section 2 Contents of this insurance also covers damage to computers and their equipment, but will not include:

- loss of magnetism;
- compensation for **you** not being able to use the computer or its equipment, following loss or damage;
- the equipment being confiscated;
- disks, tapes and spools.

## 25. **Security Excess Clause**

Where **your schedule** shows **endorsement** 8, 10 or 12, and **you** have not complied with the relevant **endorsement**, **you** must pay the first £500 of any claim for loss or damage as a result of Theft or attempted Theft from **your home**.

## 28. **Neighbourhood Watch Discount**

In consideration of the Insured Person named in the **schedule** being an active member of a neighbourhood watch scheme approved by the police the premium is discounted as shown in the **schedule**.

### 29. **Paying Guests**

Section 1 Buildings and Section 2 Contents are extended to cover **you** for legal liability to paying guests. This includes any claims that may be made against **you** during the **period of insurance**, for accidental **bodily injury** or accidental loss or damage to property, which arises out of **you** providing accommodation to paying guests.

**The insurer** will cover **you** for claims made against **you** by paying guests, as follows:

- £500,000 for any one accident or series of accidents arising out of one event.
- £500,000 in total for all accidents occurring during any one **period of insurance**.

**The insurer** will also pay any costs and expenses **we** have agreed to in writing.

### 30. **Contents Whilst at University/College**

Section 2 **Contents** is extended to cover up to £2,500 of **contents** belonging to a member of **your** family who is away at University/College during term time but who usually resides at **home**.

Theft is not covered unless by forcible or violent entry.

### 31. **Bedroom Rated Clause**

Cover under this policy has been calculated on the number of bedrooms in **your home** and the maximum amount payable in respect of valuables under - Section 2 Contents - is as follows:-

- 1 bedroom property maximum payable £5,000
- 2 bedroom property maximum payable £6,000
- 3 bedroom property maximum payable £7,500
- 4 bedroom property maximum payable £10,000
- 5 bedroom property maximum payable £12,000

### 32. **Unoccupancy Clause**

It is warranted that whilst the **home** is **unoccupied** the following conditions will apply:-

- a) All gas, electricity and water is switched off at the mains and the water system drained unless the central heating is left in full operation 24 hours daily whilst the premises remain **unoccupied**.
- b) The **home** must be inspected at least once every seven days by a responsible adult.
- c) The **contents** are restricted to household goods, furniture and furnishings and appliances.
- d) **You** will be responsible for the first £250 of every claim.

### 33. **Let Property Clause**

It is warranted that whilst the risk address is to be let, the following conditions will apply:-

- a) Tenancy agreements for six months and over must be in force at all times along with suitable references.
- b) A further £50 **excess** applies in addition to any other standard policy **excess**.
- c) **Accidental Damage** cover is not available.
- d) Clause 32 will apply automatically, once the **home** has been **unoccupied** for more than 24 hours.

Personal liability as described in section 1 Buildings, Buildings Liability is restricted to amounts **you** become legally liable to pay as owner and not as occupier of the **home**.

34. **Let Property Clause**

It is warranted that whilst the risk address is to be let, the following conditions will apply:-

- a) Tenancy agreements of six months and over must be in force at all times along with suitable references.
- b) A further £250 **excess** is applicable in addition to any other standard policy **excess**.
- c) **Accidental Damage**, Theft and Malicious Damage are not covered.
- d) Clause 32 will apply automatically, once the **home** has been **unoccupied** for more than 24 hours.

Personal liability as described in Section 1 Buildings, Buildings Liability is restricted to amounts **you** become legally liable to pay as owner and not as occupier of the **home**.

35. **Computer Systems Records Exclusion Clause**

This Insurance does not cover loss of or damage to computer systems records.

36. **Let Properties (DSS or Local Authority Referrals)**

- **You** must comply with all local and national authority regulations.
- No cooking is allowed in bedrooms, other than tea and coffee making facilities.
- All rubbish and waste shall be removed from the premises every seven days.
- No portable heaters are to be used in bedrooms other than electric powered fan or convector heaters.
- The inside of the **home** must be checked by **you** or **your** authorised representative at least every 30 days.
- This extension is provided for properties let to unemployed persons receiving benefit from the DSS or properties let to and/or sublet by Local Authorities.

37. **Let Properties (Notice Clause)**

If **your home** becomes **unoccupied** as the case may be, **you** must tell **us** immediately, and **we** may adjust the premium if necessary.

38. **Let Properties (Professional People)**

The following conditions apply to this insurance:-

- **You** must comply with all Local Authority Regulations.
- This extension does not cover properties let to unemployed persons receiving benefit from the DSS or properties let to and/or sublet by Local Authorities.

39. **Deletion of Accidental Damage (Buildings)**

Cover under Section 1 - Buildings **Accidental Damage** and breakage is deleted.

40. **Deletion of Legal Expenses**

Legal Expenses cover is deleted.

41. **Protection Maintenance Clause**

It is a condition precedent to the liability of Underwriters that all protections provided for the safety of the insured property be maintained in good order throughout the period of this Insurance and be in use at all times when the **home** is left unattended. Such protection shall not be withdrawn or varied without **our** consent.

42. **Automobile and Vehicle Clause (1)**

This Insurance does not cover Theft or disappearance of Jewellery or Furs from road vehicles of every description owned by **you** or under **your** control or the control of **your** servants or agents or representatives whilst such vehicles are unattended.

43. **Automobile and Vehicle Clause (2)**

This insurance does not cover Theft or disappearance from road vehicles of every description owned by **you** or under **your** control or the control of **your** servants or agents or representatives when such vehicles, not being garaged, are left unattended.

44. **Tools Clause**

Section 3 Valuables and Personal Belongings of this Insurance extends to provide cover on tools but does not cover:-

- losses from motor vehicles unless said vehicles are stolen at the same time,
- theft from **your** garage/premises unless following forcible and violent entry,
- breakage whilst in use,
- any single article in excess of £250.

Territorial Limits - **United Kingdom**.

45. **Mortgagee's interest Clause**

It is understood and agreed that the interest of the Mortgagee in this Insurance shall not be prejudiced by any act or neglect of the Mortgagor or occupier of any **home** hereby insured whereby the danger of loss or damage is increased without the authority or knowledge of the Mortgagee, provided the Mortgagee, as soon as reasonably possible after becoming aware thereof, shall give notice to the Insurers and pay an additional premium if required.

46. **Brittle Articles Deletion Clause**

In consideration of the additional premium paid, it is agreed that, under what is not covered Section 2 Contents Accidental Damage to **contents** - any amount over £1000 in total for porcelain, china, glass and other brittle articles, is deleted in respect of specified items under Section 3 Valuables and Personal Belongings. It is warranted that all such items are kept within a locked cabinet and dusted only by **you**.

48. **Limitation to Cover Clause**

Under Sections 1 Buildings and 2 Contents cover is limited to Fire, Lightning, Explosion, Collision or Impact and Personal liability in respect of the **home** as stated in the **schedule**.

49. **Business Use Clause**

In consideration of the additional premium paid it is hereby agreed that, under what is not covered in Section 1 Buildings Liability and Section 2 Contents Liability cover, Liability arising from any trade or business activity is extended to include **your** legal liability, as defined therein, arising out of the use of the **home** named in the **schedule**, provided always that liability arising out of advice given or services rendered in respect of **your** profession, occupation or business is not covered.

**50. Unoccupied Property Up For Sale (Furnished Properties)**

Standard Cover (excluding **Accidental Damage**) available, subject to:

- the **home** being made secure and visited every seven days
- theft cover is restricted to forcible and violent entry
- when the property is **unoccupied**:
  - **the insurer** will not cover loss or damage by escape of water
  - an **excess** of £250 applies to the following events: Storm, Flood, Theft and Malicious Damage
  - **the insurer** will not cover Gold, Silver Plate, Jewellery and Furs
  - Valuables and Personal Belongings cover under Section 3 does not cover Theft from the **home**.

**51. Unoccupied Property Up For Sale (Unfurnished Properties)**

Provided that the premises are made secure and visited every seven days the following events only apply.

- Fire, Lightning, Explosion, Earthquake, collision or impact and Personal Liability.

**52. Holiday Homes Used For Short Term Lets**

The following terms are available for holiday homes on short term lets.

Standard Cover (excluding **Accidental Damage**) subject to:

- an **excess** of £200 to every claim in addition to any policy **excess**
- theft cover restricted to forcible and violent entry
- when the property is **unoccupied** between lets:
  - **the insurer** will not cover loss or damage by escape of water
  - **the insurer** will not cover Gold, Silver Plate, Jewellery and Furs
  - Valuables and Personal Belongings cover under Section 3 excludes Theft from the **home**.

**53. Holiday Homes Used For Family Use**

Standard Cover (excluding **Accidental Damage**) subject to:

- when the property is **unoccupied**:
  - **the insurer** will not cover loss or damage by escape of water
  - an **excess** of £250 applies for all claims caused by Storm, Flood, Theft and Malicious Damage
  - **the insurer** will not cover Gold, Silver Plate, Jewellery and Furs
  - Valuables and Personal Belongings cover under Section 3 does not cover Theft from **home**.

**54. Flat Roof Storm Damage Excess**

In respect of Section 1 Buildings, event 2 Storm or Flood - under what is not covered the following is added:

- the first £250 of every claim for loss or damage to flat roofed areas of the **buildings**
- flat roofed areas which have not been recovered within the last 12 years.

**55. Let Properties (Students)**

The following conditions apply to this Insurance:

- **You** must comply with all Local Authority Regulations
- No cooking is allowed in bedrooms, other than tea and coffee making facilities
- All rubbish and waste shall be removed from the premises every seven days.
- No portable heaters are to be used in bedrooms other than electric powered fan or convector heaters.
- The inside of the premises must be checked by **you** or **your** authorised representative at least once every 30 days.
- This extension does not cover properties let to unemployed persons receiving benefit from DSS or properties let to and/or sub let by Local Authorities.

**56. Unoccupancy Clause (Holiday Homes)**

In the event of the **home** specified herein being left **unoccupied** but furnished for a period exceeding 2 consecutive days, cover shall be restricted as follows:-

- a) During the months of November to March inclusive **the insurer** will not cover loss or damage caused by the escape of water from fixed water tanks and/or pipes unless the water mains have been turned off and all cisterns, radiators, boilers and other enclosed vessels containing water have been drained to the fullest extent possible so far as is permitted by the competent authorities.

Note: It is strongly recommended that:

- a Builder or Plumber should be consulted to give full effect to the precautions stated in Paragraph a) above
  - the gas, electric light and power mains must be turned off.
- b) Loss or damage caused by theft or attempted theft will not be covered.
- c) The **home** is to be visited at least once every seven days by a relative, neighbour or authorised person, and any repairs must be carried out immediately.

**Excluding:**

- a) The first £250 of every claim other than in respect of Fire, Lightning, Explosion, Collision or impact and Personal Liability.
- b) All Jewellery, Furs, Gold, Silver, Gold and Silver Plated articles, Coins, Medal and Stamp Collections, Precious Metals, Money.

Personal liability as described in Section 1 Buildings, Buildings Liability is restricted to amounts **you** become legally liable to pay as owner and not as occupier of the **home**.

**57. Increased Flood Excess**

Section 2 Contents cover is subject to an **excess** of £2500 for every claim in respect of Flood.

**58. Safe Warranty**

This Insurance does not cover Theft in respect of jewellery from the **home** unless the jewellery is kept in a locked safe whilst not being worn.

**59. Storm Excess**

**You** must pay the first £250 of every claim for loss or damage as a result of Storm.

**60. Amended Subsidence/Heave and Landslip Excess**

**You** must pay the first £2,500 or 2.5% whichever is the greater of every claim under event 8 of Section 1 Buildings and Section 2 Contents (subsidence or heave of the site upon which the **buildings** stand or landslip).

61. **Jewellery Clause**

This insurance does not cover Theft or disappearance of jewellery unless the jewellery is:

- being worn or
- deposited in a bank or locked safe or hotel/motel safe or
- carried by hand or is under **your** personal supervision.

67. **Tools Clause**

Section 3 is extended to cover tools (including hand and power tools) up to £1,000 in total, with a limit of £150 applying to any one item. These must be owned by **you** and are used for the purposes of **your** trade or employment against physical loss or damage within the **United Kingdom**.

A £50 **excess** applies in respect of each and every loss. The cover excludes mysterious disappearance.

69. **Damage by Domestic Pets**

It is hereby noted that, under Section 1 **Accidental Damage** to the **buildings**, Section 2 Contents event a), **Accidental Damage** to the **contents** and Section 3 Valuables and Personal Effects under what is not covered, damage caused by domestic pets is hereby deleted.

70. **High Value Cycle Endorsement**

**The insurer** will not pay for theft of pedal cycles with a value of more than £750 unless at the time of the theft:- the pedal cycle was in the **home** and all protections for the **home** were in full and effective operation, and if in a garage, shed or outbuilding, that the pedal cycle was securely chained to the **building** structure, or the pedal cycle was away from the **home** and kept in, and securely chained to a locked garage or private dwelling of **standard construction**.

71. **Child Minders Clause**

It is hereby noted and agreed that whilst the **home** is being used as a Nursery, supervising infants within **your** care, this insurance will not cover **Accidental Damage** and **the insurer** will not pay for any theft/loss unless following forcible and violent entry or exit. It is further agreed that in respect of **your** activities as a childminder, that Liability cover as defined in Sections 1 and 2 is specifically excluded.

72. **Flats Clause**

The sum insured under Section 1 Buildings represents the value of that portion of the building owned by **you** (including external walls, roof and foundations and such common parts of the building for which **you** are legally responsible). In the event of a loss resulting from an insured peril to any part of the premises not occupied by **you** but for which **you** legally responsible, **the insurer** will only pay such portion of that loss as the sum insured bears to the reinstatement value of the **building**.

# Family Plus Legal Expenses Policy (Terms and conditions of Policy)

## Declaration

This is a contract of insurance between **you** and Groupama Insurance Company Limited. The insurance provided covers legal costs and expenses, subject to the terms, limits of indemnity, exclusions and conditions contained herein, in respect of an insured event which occurs within the **territorial limits** and during the **period of insurance** for which **you** have paid or agreed to pay the premium.

Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. The contract is administered on their behalf by MotorPlus Limited trading as Familyplus and/or ULR Norwich, Kircam House, 5 Whiffler Road, Norwich, NR3 2AG.

## Important Notice

In the event of a claim please do not appoint **your** own solicitor as this will invalidate the cover provided by this section. Please contact FamilyPlus who will appoint a solicitor from their panel to deal with the claim on **your** behalf Please remember that **our** claims line is in operation 24 hours a day, 365 days a year. All claims must be reported to **us** within 180 days of the **date of occurrence**.

## Definitions

### YOU/YOUR

**You**, the insured, who must be domiciled in the United Kingdom, plus any of the following who live with **you** in **your** permanent place of residence: **your** spouse or partner; **your** parents; **your** parents-in-law; **your** children under the age of 21. Anyone claiming under this policy must have **your** agreement to claim.

### COSTS and EXPENSES

Legal and professional fees for which **you** are responsible, including reasonable fees, **costs and expenses** incurred by the **Appointed Representative** acting for **you** in connection with the pursuit or defence of **legal proceedings**.

### LEGAL PROCEEDINGS

Legal and professional fees for which **you** are responsible including reasonable fees of, and reasonable disbursements incurred by, the **appointed representative** acting for **you** in connection with the pursuit of **legal proceedings**.

### APPOINTED REPRESENTATIVE

A solicitor, firm of solicitors, barrister, or any other suitably qualified person appointed to act on **your** behalf.

### PERIOD OF INSURANCE

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

### DATE OF OCCURRENCE

The **Date of Occurrence** is the date of the event, which may lead to a claim. If there is more than one relevant event, the **Date of Occurrence** means the date of the first of these events.

## **TERRITORIAL LIMITS**

The United Kingdom, the Isle of Man and the Channel Islands.

## **WE/OUR/US**

Groupama Insurance Company Limited and/or their agent MotorPlus Limited trading as Familyplus and/or ULR Norwich

**TERRITORIAL LIMITS** – The United Kingdom, the Isle of Man and the Channel Islands.

**We** will pay **Cost and Expenses** to a maximum of £50,000 (fifty thousand pounds) for any of the following insured incidents, in order to pursue a civil claim directly arising from one or more of the following events or causes, occurring within the United Kingdom, the Isle of Man or the Channel Islands where the **Date of Occurrence** is within the **Period of Insurance** and provided that the premium has been paid, if **we** deem that there are good prospects of success:

1. **Your** death or personal injury

**We do not cover:**

Any illness or bodily injury, which happens gradually or is not caused by a specific or sudden accident.

2. An infringement of **your** legal rights arising from **your** ownership or occupation of **your** permanent place of residence.

3. Problems arising out of the sale or purchase of **your** permanent place of residence

4. Property Protection

Civil actions relating to material property, which is owned by **you** or for which **you** are responsible, following:

- (i) Any event, which causes or could cause physical damage to such material property.
- (ii) Any nuisance or trespass provided that **you** are responsible for the first £250 of every claim.

**We do not cover:**

Any claim relating to the following:

1. A lease of less than eight years, or a licence or tenancy of land or buildings, unless the dispute is with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
2. The planning, construction or structural alteration of any buildings or parts of them.
3. Subsidence, ground heave, landslip, mining or quarrying.
4. Any building or land other than **your** principal home.
5. Someone legally taking **your** principal home from **you**, whether **you** are offered money or not, or restrictions or controls placed upon **your** principal home by any government or public or local authority unless the claim is for accidental physical damage.
6. Work done by any government or public or local authority unless the claim is for accidental physical damage.

5. The purchase, hire, leasing or sale of personal or private goods, or the provision of services for **you** private or personal use.

**We do not cover:**

Any claim relating to the following:

- (i) A motor vehicle owned or used by, or hired or leased to **you**.
- (ii) The settlement payable under an insurance policy.

6. Employment Disputes

Disputes arising from a contract of employment entered into by **you** for **your** work as an employee.

**Helpline:**

**We** provide this service 24 hours a day, seven days a week during the **Period of Insurance**. The Helpline applies to the United Kingdom. To help us check and improve our service standards, telephone calls may be recorded.

When phoning, please tell us **you** are a member of the FamilyPlus scheme.

**Please do not phone the Helpline to report a general insurance claim.**

LEGAL ADVICE SERVICE

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the United Kingdom, the Isle of Man and the Channel Islands.

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

**TO CONTACT THE HELPLINE, PHONE: 01603 420033, quoting the reference ULR**

**Exclusions**

1. Any claim reported to **us** more than 180 days after the Date of Occurrence
2. An infringement of legal rights which occurs within 60 days of the start of this Policy
3. A breach of a contract of employment with occurs within 90 days of the start of this policy.
4. Any **costs and expenses** incurred whilst **you** are bankrupt or **your** affairs are in the hands of a receiver
5. Any incident or matter arising before the start of this policy.
6. Any **costs and expenses** incurred before **our** written acceptance of a claim or which are greater that **we** have approved.
7. Legal expenses of any appeal proceedings unless: **you** notify **us** of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have a reasonable chance of success.
8. In respect of nuisance or trespass to property claims the first £250.00 of each claim. In respect of all other types of claim the first £25.00 of each claim. In either event such sum must be paid to **us** before **we** can act.
9. Any claim where the amount in dispute is less than £100
10. Any travelling expenses, subsistence allowances or compensation payments for absence from work.
11. Fines, penalties, compensation or damages, which **you** are ordered to pay by a court or other authority.
12. Enforcement of money judgements.
13. Any **insured incident** intentionally brought about by **you**.

## General Exclusions (Continued)

14. Any claim relating to
  - 14.1. **You** alleged dishonesty or alleged violent behaviour.
  - 14.2. Divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation.
  - 14.3. Probate or inheritance.
  - 14.4. Patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidentiality agreements.
  - 14.5. **You** business profession or trade, or any venture for gain undertaken by **you**, outside **your** contract of employment.
  - 14.6. Clinical Negligence
  - 14.7. Shareholding, directorship or partnership disputes.
  - 14.8. Written or verbal remarks, which damage **your** reputation.
  - 14.9. Directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
  - 14.10 Any road traffic accident.
15. Any reference to the European Court whether made by **you**, a court arbitrator or tribunal.
16. A dispute with **us**
17. An application for Judicial Review.
18. Any legal action **you** take which **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us**, or the **appointed representative**.
19. Any claim caused by, contributed to or arising from:
  - 19.1. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - 19.2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
  - 19.3. War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
  - 19.4. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## General Conditions

This is a legally binding contract of insurance between **you** and **us**. This contract does not give, or intend to give, rights to anyone else. No one else has the right to enforce any part of this contract. **We** may cancel or change any part of this contract without getting anyone else's permission.

1. **You** must:
  - 1.1 Keep to the terms and conditions of this policy
  - 1.2 Take reasonable steps to keep any amount **we** have to pay as low as possible
  - 1.3 Try to prevent anything happening that may cause a claim
  - 1.4 Send everything **we** ask for in writing

## General Conditions (Continued)

2.

- 2.1 **We** can take over and conduct in **your** name, any claim or legal proceedings at any time.
- 2.2 **We** can negotiate any claim on **your** behalf. **We** can contact **you** direct at any point concerning **your** claim.
- 2.3 If it becomes necessary to appoint a lawyer to assist **you** before the issue of **legal proceedings we** will choose the **appointed representative**. If by the date when it is necessary to issue **legal proceedings we** have not already chosen an **appointed representative**, **you** can nominate one by sending **us** the name and business address of a suitably qualified person. **We** may choose not to accept **your** nominee unless there are exceptional circumstances. If there is a disagreement over the choice of **appointed representative** another suitably qualified person can be appointed to decide the issue (see 7 below).
- 2.4 An **appointed representative** will be appointed by **us** and represent **you** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
- 2.5 **We** will have direct contact with the **appointed representative**.
- 2.6 **You** must co-operate fully with the **appointed representative and us**. **You** must keep **us** up to date with the progress of the claim and attend any meetings if requested to do so, all at **your** own expense.
- 2.7 **You** must give the **appointed representative** any instructions that **we** require.

3.

- 3.1 **You** must tell **us** if anyone offers to settle a claim or makes an offer of payment into court
- 3.2 If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **costs and expenses**.
- 3.3 **We** may decide to pay **you** the amount of damages that **you** are claiming, instead of starting or continuing **legal proceedings**.

4.

- 4.1 **You** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited, if **we** ask for this.
- 4.2 **You** must take every step to recover **costs and expenses** that **we** have to pay, and must pay **us** any **costs and expenses** that are recovered.
- 4.3 **We** will not be bound by any promises or undertaking which **you** may give to the **appointed representative**, or which **you** or the **appointed representative**, give to any person about payment of fees or expenses.

5. If an **appointed representative** refuses to continue acting for **you** or if **you** dismiss an **appointed representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
6. If **you** settle a claim or withdraw a claim without **our** agreement, or do not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses** paid by **us**.
7. If **we** and **you** disagree about the choice **appointed representative**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter. **We** and **you** must both agree to the choice of this person in writing. Failing this, **we** will ask the President of a relevant national Law Society to choose a suitably qualified person. The party whose choice is rejected must pay the costs of resolving the disagreement.
8. **We** may, at **our** discretion, require **you** to obtain at **your** expense, an opinion from a barrister chosen by **you** and **us**, as to the merits of a claim or proceedings. If the barrister's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, **we** will pay the cost of obtaining the opinion.

## General Conditions (Continued)

9. This policy provides **you** with a reflection period to decide whether **you** wish to continue with the full policy. **You** must notify **us** no later than 14 days after the start date of **your** cover, or after **you** receive **your** policy documents whichever is later, should **you** wish to cancel **your** policy in this reflection period. This is subject to certain terms, including a minimum time on risk charge that will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy. **You** must return the **schedule** immediately.
10. **We** will not pay any claim covered by any other policy of insurance or by trade union membership or any claim that would have been covered by any other policy of insurance or by trade union membership if this FamilyPlus legal expenses policy did not exist.
11. If **you** die, **We** will insure **Your** personal legal representatives to pursue disputes covered by this policy arising from **Your** death, provided they keep to the terms of the policy
12. This insurance is written in English and all communications about it will be in English. Unless otherwise agreed this insurance is governed by English law.
13. All Acts of Parliament mentioned in the policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as the case may be.

## Complaints

**We** will always do **our** best to ensure **your** complete satisfaction, however if **you** do have cause to complain, please write in the first instance to the The Chief Executive of FamilyPlus at their head office, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL.

If **you** are still not satisfied please write to the Chief executive of Groupama Insurance Company Limited at 24-26 Minories, London, EC3N 1DE.

Having followed this procedure **your** complaint can be referred to the Financial Ombudsman Service (FOS). The address is: The Financial Ombudsman Service, South Quay Plaza II, 183, Marsh Wall, London, E14 9SR.

(These procedures do not affect **your** rights to take legal action if necessary).

### **Financial Services Compensation Scheme (FSCS)**

If Groupama Insurance Company Limited is not able to meet its liabilities under this insurance, **you** may be entitled to compensation under the FSCS. **You** can get more information from **us** or the Financial Services Authority or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk).

MotorPlus Limited is authorised and regulated by the Financial Services Authority (FSA). **Our** permitted business is administering general insurance and assistance products. **You** can check this on the FSA's register by visiting the FSA website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234. **We** are also regulated by the Ministry of Justice for regulated claims management activities.

MotorPlus Limited trading as FamilyPlus. Registered Office: Kircam House, 5 Whiffler Road, Norwich, NR3 2AL Registered in England No. 03092837.

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## How to make a claim

Please write to **us** at:

Family Plus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL

Or e-mail [claims@ulr.co.uk](mailto:claims@ulr.co.uk)

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Calls may be recorded for training and security purposes.**

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