

household policy

igo4 insurance™

igo4 insurance is a trading brand of igo4 Limited an Introducer
Appointed Representative of BDML Connect Limited.

Your contract

Welcome to your home insurance policy.

The information **you** have supplied forms part of the contract of insurance with the **insurer** as arranged and administered by **us**. **Your policy**, together with the policy summary, schedule and any applicable **endorsements**, is evidence of that contract. **You** should read it carefully and keep it in a safe place.

There is a choice of law for this insurance but unless **we** agree otherwise English law applies.

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

On behalf of the **insurer**.



Alexander Dunn Chief Executive
(Authorised Signatory) BDML Connect Ltd

Statement of Demands and Needs

This product meets the demands and needs of those who wish to protect their buildings and/or contents against a range of specified events such as fire, theft and weather related losses throughout the duration of the policy.

The decision to take this product is entirely the customer's and therefore **we** cannot offer **you** a personal opinion or recommendation to take it.

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What the terms mean

Where we explain what a word means that word will have the same meaning wherever it is used in the policy or schedule. These words are highlighted by the use of **bold print**.

Accidental damage

Damage caused as direct result of a single unexpected event.

Buildings

The structure of the **home** including landlord's fixtures and fittings and the following if they form part of the property: oil and gas tanks, cesspits, ornamental ponds, fountains, permanent swimming pools, tennis hard courts, walls, gates, fences, hedges, terraces, patios, drives, paths, car ports, garages and outbuildings.

Business Equipment

Computer equipment, facsimile machines, photocopiers, typewriters, word processors, telecommunication equipment, office furniture and stock (not held for sale). It does not include tools or stock used for business or trade.

Contents

Household goods, tenant's fixtures, fittings and interior decorations, **valuables, money, and business equipment** within the **home**, all belonging to **you** or **your family** and for which **you** or **your family** are legally responsible.

Endorsement(s)

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

Europe

Republic of Ireland, England, Wales, Scotland, Northern Ireland, The Channel Islands, Isle of Man, The Faroe Islands, Iceland, France, Germany, Switzerland,

Austria, Holland, Belgium, Liechtenstein, Czech Republic, Slovakia, Hungary, Romania, Bulgaria, Poland, Albania, Italy, Vatican City, San Marino, Monaco, Cyprus, Malta, Spain, Portugal, Andorra, The Azores, Canary Islands, Balearic Islands, Gibraltar, Croatia, Slovenia, Yugoslavia (Serbia and Montenegro), Macedonia, Bosnia Herzegovina, Norway, Sweden, Finland, Denmark, Estonia, Latvia and Lithuania.

Domestic partner

Your spouse or civil partner

Excess

The amount **you** are required to pay as the first part of certain claims made under the **policy**. In the event of a claim being made under more than one Part of the **policy** for the same incident, **you** are only responsible for one **excess**.

Family/Family's

Your domestic partner and each member of **your family** permanently residing with **you**.

Home

The private residence shown in the schedule including its garages and outbuildings if they form part of the property at the address shown in the schedule.

Insurer/Their/They

The authorised **insurer** or Lloyd's syndicate shown on the current schedule

Money

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

Pedal Cycles

Non mechanically propelled or assisted cycles.

Period of Insurance

The dates shown in the schedule.

Personal Effects

Clothes and articles of a strictly personal nature likely to be worn, used or carried and also portable radios, portable televisions, sports equipment and **pedal cycles**.

Policy

Your policy booklet and most recent schedule, which include any **endorsement** that applies.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you** or **your family** for more than 30 consecutive days or is occupied by squatters.

Valuables

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

We/Us/Our

BDML Connect Ltd;
The Connect Centre;
Kingston Crescent;
Portsmouth
PO2 8QL

Registered in England:
Company No. 2785540,
BDML Connect Ltd is authorised and regulated by the Financial Services Authority (FSA).

You/Your

The person or persons named in the schedule as the policyholder.

Your policy is designed to help **you** understand the extent of cover provided.

You will find on many of the pages these headings:

What is covered

These sections give detailed information on the insurance provided and must be read with **'What is not covered'** at all times

What is not covered

These sections draw **your** attention to what is not included in the scope of **your policy**

If you have any problems

Complaints Procedure

We are committed to treating our customers fairly. However, occasionally disputes or misunderstandings can happen. If **you** have any enquiry or complaint about **us** or **your policy** or a claim under it, **you** should first phone Customer Service on the telephone number shown at the back of this **policy**;

or write to:

The Quality Manager;
BDML Connect Ltd
The Connect Centre
Kingston Crescent
Portsmouth
PO2 8QL

Email: enquiries@bdml.co.uk

Details of **your policy** and the **policy** or claim number along with **your** name and address will help **us** to deal with **your** enquiry.

If **we** are unable to resolve the matter or if **your** complaint is against **your** insurer **you** may write to the **insurer** identified in **your** current schedule. If the **insurer** is a Lloyd's syndicate **you** can write to

Complaints Department;
Lloyd's
One Lime Street
London
EC3M 7HA

Email: complaints@lloyds.com
Tel: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225

If **we** or the **insurer** have given **you** a final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

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

Tel: 0845 0801 800

Please note **you** have 6 months from the date of the final response in which to refer **your** complaint to the FOS. Referral to the FOS will not affect **your** rights to take legal action against **us** or the **insurer**.

The Financial Services Compensation Scheme

The Administrators and the **insurer** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS on www.fscs.org.uk.

General conditions

You and **your family** must comply with the following conditions to have the full protection of **your policy**.

1. If **you** or **your family** do not comply with them **we** or the **insurer** may at **our** or **their** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

2. **Keeping your sums insured at the correct level.**

You must at all times keep the sums insured at a level that represents the full value of the property insured.

Full value means:

- for the **buildings**: the estimated cost of rebuilding if the **buildings** were completely destroyed. This is not the market value;
- for the **contents**: (other than clothes, furs and household linen) the current cost as new;
- for clothes, furs and household linen: the current cost as new less an appropriate allowance for wear and tear.

3. **Changes in your circumstances**

You must notify **us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- change of address
- structural alteration to **your home**
- if **you** or **your family** intend to lend, let or sub-let **your home**
- if **you** or **your family** intend to use **your home** for any reason other than private residential purposes
- if **your home** will be **unoccupied** for more than 30 consecutive days
- **you** must also notify **us** as soon as possible if **you** or **your family** have received a conviction or a Police caution for, or been charged with but not yet tried, for any offence other than driving offences.

We will then advise **you** of any change in terms. If **you** are in any doubt please contact **us**.

4. Taking care of your property

You and **your family** must take all reasonable precautions to avoid injury, loss or damage and take all practicable steps to safeguard all the property insured from loss or damage. **You** must maintain the insured property in good repair.

5. Cancelling your cover

The **administrator** or **we** may cancel **your policy** by giving **you** 7 days' notice by letter to **your** last known address.

We reserve the right to cancel this **policy** immediately in the event of non-payment of the premium or default by **you** under a monthly instalment scheme. No refund will be made to **you** of any instalment paid.

If **you** wish to cancel this **policy**, **you** must either write to **us** or call **our** Customer Service Department.

14-day cooling-off period

If **you** do this within the first 14 days of receiving **your policy** documents **you** will receive a proportionate refund of the premium paid for the unexpired portion of the **period of insurance**, less any agreed charges detailed in the **administrator's** terms of business.

Cancellation after 14 days

If **you** cancel this **policy** more than 14 days after receiving **your policy** documents, and provided that **you** have not claimed in the current **period of insurance**, and **you** have paid the premium in full, **we** will give **you** a proportionate refund of the premium paid for the unexpired portion of the **period of insurance**, less any agreed charges detailed in the **administrator's** terms of business.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance** no premium refund will be given.

If the premium is paid under a monthly instalment scheme and a claim has been settled during the current **period of insurance**, **you** must continue with the instalment payments. Alternatively **we** will deduct outstanding instalments from any claim payment that may be due to **you**. No refund of premium will be made under a monthly instalment scheme.

6. Premiums paid and up to date

The cover provided is dependent on all premiums due in the **period of insurance** being paid in full.

So for:

Annual premiums – amounts to have been paid and cleared by **us**.

Payment by Direct Debit – if the premiums are paid monthly these will be collected on the cover start date of the insurance shown on the schedule and on the same day of each following month.

If one or more instalments have been paid, non-payment of a subsequent instalment will cancel this **policy** with effect from the due date of the unpaid instalment.

7. Renewal

If **you** pay **your** premium by instalments **your policy** and policy add-on products renew automatically on an annual basis for **your** convenience. **We** will confirm this by sending **you your** renewal documents detailing the premium payable and the terms and conditions applicable to the renewal **policy**. If **you** do not wish **your policy** to renew, **you** should cancel **your** direct debit or continuous credit card mandate.

Claims conditions

These conditions do not apply to Family Legal Protection where separate conditions apply.

You and **your family** must comply with the following Claims Conditions to have the full protection of **your policy**. If **you** or **your family** do not comply with them, the **insurer** may at **their** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

The first thing you must do.

If property is lost or theft or malicious damage is suspected, **you** must immediately inform the Police and obtain a crime or lost property reference number. Failure to do so may invalidate **your** claim.

We recommend that you check your policy cover.

Check that the loss or damage is covered. The **policy** contains details of what is covered and how claims are settled.

You should always immediately:

- contact **us** by phone on the number shown on the back of **your policy** booklet;
- take all reasonable steps to recover missing property;
- take all reasonable steps to prevent further damage.

Claims process

If you telephone **us**, **we** will:

- take details of the loss;
- notify the loss to the **insurer**;
- where necessary arrange for someone to call or contact **you** by 'phone as soon as possible to discuss **your** claim.

This person may be one of the **insurer's** own claims staff or an independent Chartered Loss Adjuster.

What you must do after making your claim

- Tell **us** and provide full details in writing immediately if someone is holding **you**

or **your family** responsible for damage to their property or bodily injury to them, and send to **us** immediately any writ, summons, letter of claim or other document;

- If requested send written details of **your** claim to **us** within 30 days;
- Supply at **your** own expense all reports, certificates, plans, specification, information and assistance that **we** may require;
- For any one **valuable** item over £2,500 if **you** have not already provided evidence of value or proof of purchase, the **Insurer** will reserve the right not to pay a claim until such evidence is provided.

What you must not do

- Admit or deny any claim made by someone else against **you** or **your family** or make any agreement with them. **We** or the **insurer** have the right to negotiate, settle or defend any such claim in **your** name and on **your** behalf and take possession of the property insured and deal with salvage
- Abandon any property to **us** or the **insurer**
- Dispose of damaged items as **we** or the **insurer** may need to see them.

To do so may invalidate **your** claim.

Fraud

You or **your family** must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- make a claim under the **policy** knowing the claim to be false or fraudulently exaggerated in any respect;
- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect;
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance;

then the **Insurer**:

- will not pay the claim;
- will not pay any other claim which has been or will be made under the **policy**;
- may at **their** option declare the **policy** void;
- will be entitled to recover from **you** the amount of any claim already paid under the **policy** since the last renewal date;
- will not make any return of premium;
- may inform the police of the circumstances.

If **you** have any query please contact **us**.

How the Insurer settles claims

Lost property

Where property has been lost the **insurer** will replace with the closest possible match.

Damaged property

Where possible, damaged property will be repaired. Where repair is not possible the property will be replaced. Where repair or replacement is not possible, the **insurer** will pay in cash the amount of the loss or damage. Where repair or replacement is possible but under the circumstances the **insurer** considers it appropriate to make a cash settlement, the sum payable will reflect any discounts the **insurer** might have received if **they** had replaced the property.

Cash payment

Wherever cash payments are made, the sum payable reflects the lost or damaged property at today's prices.

Replacement

Where replacement of property is arranged, the **insurer's** settlement cheque will be sent directly to the supplier.

Matching items or areas and carpets

Where loss or damage occurs and an exact repair or replacement is not possible, the **insurer** will endeavour to provide the closest match. If the lost or damaged item or area matched others in the **home**, the **insurer** will only pay for the lost or damaged item or area.

An individual item of a matching set of articles or suite of furniture or sanitary ware or other bathroom fittings is regarded as a single item.

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

Underinsurance

If **you** are underinsured, which means the cost of rebuilding the **buildings** or the cost of replacing the **contents** at the time of loss or damage is more than **your** sum insured for the **buildings** or **contents**, then **we** will only pay a proportion of the claim. For example, if **your** sum insured only covers one half of the cost of rebuilding the **buildings** or the cost of replacing or repairing the **contents** **we** will only pay one half of the cost of repair or replacement.

Will a deduction be made for wear and tear?

Contents – There will be a deduction for clothes, furs and household linen. There will be no deduction for all other **contents** provided they have been maintained in good repair and the sum insured represents the full value of the property (see General Conditions on page 4 and Claims Conditions on page 6).

Buildings – If repair or reinstatement is carried out there will be no deduction provided that the sum insured represents the full value of the property and it has been maintained in good repair.

Other insurance policies

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

General exclusions

These exclusions apply throughout your policy

The Insurer will not pay for:

Riot/Civil commotion

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

Sonic bangs

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

Reduction in market value

any reduction in market value of any property resulting from its repair or reinstatement.

Confiscation

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

Radioactive contamination

any loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability directly or indirectly caused by or contributed to by or arising from:

- ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

War risks

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

Pollution/Contamination

any loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- a sudden and unforeseen and identifiable incident;
- leakage of oil from a domestic oil installation at **your home**.

Date change

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

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

Inflation protection

To help protect **you** against the effect of inflation the sum insured for **contents**/ personal possessions and **buildings** may be increased at the end of each month based on changes in the following indexes:

Contents/Personal possessions

The Consumer Durables section of the Retail Price Index compiled by the Office of National Statistics.

Buildings

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

If an index becomes unavailable, the **insurer** will use a suitable alternative index. If an index should fall, the sums insured and monetary limits will be maintained.

There is no charge for this inflation protection at the time of the monthly increase but at the next renewal of **your policy** the premium will be based on the increased sums insured. Although **you** have the benefit of inflation protection, **you** should not rely on this alone to keep the **buildings** and **contents** sum insured at the correct level. The value of **your buildings** or **contents** may be growing faster than inflation – perhaps because of a new extension or acquired items. It is a condition of **your policy** to insure for the correct sum – see page 4.

Part A – Contents standard cover

Your schedule will show if this Part has been chosen.

What contents are not covered?

- (a) Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled

vehicles (which includes motor cycles and children's motor cycles and motor cars, quad bikes and children's quad bikes) but lawnmowers, garden implements, wheelchairs, models and toys are covered.

- (b) Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above
- (c) Plants or any living creature
- (d) Property more specifically insured by any other insurance
- (e) Documents other than as shown in cover 20
- (f) Lottery tickets and raffle tickets
- (g) Any part of the structure of the buildings other than fixtures and fittings for which **you** are responsible as occupier.
- (h) Any loss, damage, legal liability, cost or expense of any kind for any property, which **you** hold in trust or use in connection with any business, trade or profession (other than **business equipment**).

What is the most the insurer will pay?

The **insurer** will not pay more in total than the sum insured shown for **contents** in **your** schedule for any one claim under causes 1 - 11 and covers 12, 13, 28 and 29. The **insurer** will pay in addition amounts due under covers 14 - 27 up to the limits shown.

The following limits apply:

- for any one **valuable** £2,500
- for any one claim for **valuables** 1/3 of **contents** sum insured
- for **money** £500
- for **credit cards** £1,000
- for frozen food £1,000
- any limit more specifically referred to in this Part of the **policy**.
- for any one **pedal cycle** £500

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

Inflation Protection applies.

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
Loss or damage to your or your family's contents while they are in the home by the following causes:	The amount of the excess shown in the schedule except for covers 25, 26 and 27.
1 Fire, smoke, explosion, lightning, earthquake.	Smoke damage arising gradually or out of repeated exposure.
2 Storm or flood	Loss or damage caused by: a frost b rising ground water levels.
3 Theft or attempted theft. The insurer will not pay more than £5000 for any one claim for contents in a garage or outbuildings.	<ul style="list-style-type: none"> a Loss or damage while the home is unoccupied or unfurnished b Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason. c The insurer will not pay for the following unless there has been forcible and violent entry to or exit from the home <ul style="list-style-type: none"> i theft of pedal cycles ii theft of money iii loss or damage from the home if any part is let, lent or sub let, or occupied by anyone but you or your family iv loss or damage from any part of the home which is used for any business, trade, profession or employment purposes. d Loss or damage caused by any person lawfully in your home. e Loss or damage to contents in a garage or outbuilding not within the boundaries of the home.

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>4 Escape of water from:</p> <p>i a fixed:</p> <p>a water installation</p> <p>b drainage installation</p> <p>c heating installation</p> <p>ii a plumbed-in washing machine, plumbed-in dishwasher, water bed, refrigerator or deep freeze cabinet.</p>	<p>Loss or damage while the home is unoccupied or unfurnished.</p>
<p>5 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vapourisation due to a defective oil-fired heating installation.</p>	<p>Loss or damage while the home is unoccupied or unfurnished.</p>
<p>6 Malicious persons or vandals.</p>	<p>a Loss or damage while the home is unoccupied or unfurnished.</p> <p>b Loss or damage caused by you or your family or any person lawfully in your home.</p>
<p>7 Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>8 Subsidence or ground heave of the site on which the buildings stand, or landslide.</p>	<p>Loss or damage:</p> <p>a resulting from coastal or riverbank erosion</p> <p>b caused by compaction of infill</p> <p>c caused by settlement, shrinkage or expansion of the building</p> <p>d arising from defective design, defective materials or faulty workmanship</p> <p>e occurring whilst the home is undergoing demolition, structural alteration or structural repair</p> <p>f caused by the action of chemicals on or with any materials from which the home is built.</p>
<p>9 Collision by:</p> <p>i aircraft</p> <p>ii aerial devices</p> <p>iii road or rail vehicles</p> <p>iv animals</p> <p>or anything dropped from them.</p>	<p>Loss or damage caused by</p> <p>a domestic pets.</p> <p>b insects.</p>

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>10 Falling trees or branches.</p>	<p>a The cost of removal of the fallen tree or branch b Loss or damage caused during tree felling, lopping or topping.</p>
<p>11 Breakage or collapse of:</p> <ul style="list-style-type: none"> i satellite dishes ii TV or radio aerials, aerial fittings or masts iii lamp posts iv telegraph poles v electricity pylons, poles or overhead cables. 	<p>Loss or damage of the items themselves.</p>
<p>12 Home entertainment equipment Accidental damage to:</p> <ul style="list-style-type: none"> i television sets and their aerials ii radios iii record players, compact disc players and tape recorders iv video recorders (VCR's) v DVD players vi home computers vii cable/satellite/digital television receivers. 	<ul style="list-style-type: none"> a Mechanical, electronic or electrical breakdown or failure b Loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it c Damage caused by or in the process of cleaning, maintenance, repair, dismantling, altering or dyeing d Loss or damage by chewing, scratching, tearing or fouling by domestic pets e Damage caused by wear and tear f Damage caused by rot, fungus, insects or vermin g Damage caused by the action of light or any atmospheric or climatic condition h Damage caused by any gradually operating cause i Accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> i erasure or distortion of data ii accidental erasure or mislaying or misfiling of documents or records iii viruses

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>12 continued</p>	<ul style="list-style-type: none"> j Damage to records, discs, cassettes and tapes k Damage to equipment not in or on the home l Damage to equipment designed to be portable whilst being transported carried or moved (e.g. laptops, computers, portable compact disc players and portable televisions).
<p>13 Mirrors and glass Accidental breakage of:</p> <ul style="list-style-type: none"> i mirrors ii fixed glass in and glass tops of furniture iii ceramic hobs and ceramic tops of movable cookers iv glass oven doors. 	<p>Loss or damage while the home is unoccupied or unfurnished.</p>
<p>14 Replacement of locks if keys are lost or stolen</p> <p>The insurer will pay for the cost of replacing keys and locks or lock mechanism to:</p> <ul style="list-style-type: none"> i external doors and windows of the home ii a safe within or an alarm protecting the home following the loss of their keys. <p>The insurer will not pay more than £500 for any one claim.</p>	<ul style="list-style-type: none"> a The cost of replacing keys and locks to a garage or outbuilding. b Thefts not reported to the police <p>This cover can be found under both the Buildings and Contents Parts of the policy. Where both Parts are in force the insurer will only pay under one Part.</p>
<p>15 Liability for Credit Card</p> <p>You or your family's liability under the terms of any credit card, cheque card or cash dispenser card agreement as a direct result of its theft from the home and following its unauthorised use by any person not related to or residing with you.</p>	<ul style="list-style-type: none"> a Any loss unless you or your family have complied with the terms and conditions of the issuing authority. b Any loss or claim due to accounting errors or omissions.

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>15 continued</p> <p>The insurer will not pay more than £1,000 for any one claim.</p>	
<p>16 Accidental loss of oil and metered water.</p> <p>The insurer will pay for accidental loss of domestic heating oil and metered water.</p> <p>The insurer will not pay more than £1,000 for any one claim.</p>	<p>Loss or damage while the home is unoccupied or unfurnished.</p>
<p>17 Contents in the garden</p> <p>Loss or damage by causes 1–11 to contents while in the open within the boundaries of the land belonging to the home.</p> <p>The insurer will not pay more than £1,000 for any one claim.</p>	<p>Loss or damage to:</p> <ul style="list-style-type: none"> a valuables or money. b plants and trees. c while the home is unoccupied or unfurnished.
<p>18 Temporary removal</p> <p>Loss or damage by causes 1–11 to contents temporarily removed from the home to:</p> <ul style="list-style-type: none"> i any bank or safe deposit ii any occupied private dwelling iii any building where you or your family are working or temporarily residing while anywhere in Europe. <p>The insurer will not pay more than 20% of the sum insured for contents for any one claim.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> a by theft unless it involves forcible and violent entry to or exit from a building. b from a caravan, mobile home or a motorhome. c outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.
<p>19 Alternative accommodation</p> <p>While the home cannot be lived in because of loss or damage covered by this policy, the insurer will pay for:</p> <ul style="list-style-type: none"> i rent payable for which you are legally liable; or 	<p>This cover can be found under both the Buildings and Contents Parts of the policy. Where both Parts are in force the insurer will only pay under one Part.</p>

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>19 continued</p> <p>ii the reasonable cost of comparable alternative accommodation for you and your family and your domestic pets.</p> <p>The insurer will not pay more than 20% of the sum insured for contents for any one claim.</p>	
<p>20 Documents</p> <p>Loss or damage by causes 1–11 to documents (other than money) whilst:</p> <ul style="list-style-type: none"> i within the main building of the home or ii deposited for safe custody in any bank safe deposit, bank or solicitor’s strongroom anywhere in the world. <p>The insurer will not pay more than £250 for any one claim.</p>	<ul style="list-style-type: none"> a Property more specifically covered by any other insurance b Property used for business, trade, profession or employment purposes
<p>21 Visitors’ personal effects</p> <p>Loss or damage by causes 1–11 to visitors’ personal effects while they are in the home.</p> <p>The insurer will not pay more than £1,000 for each visitor for any one claim.</p>	
<p>22 Automatic 10% increase in sum insured for gifts and provisions:</p> <p>The contents sum insured is automatically increased by 10% for gifts and provisions:</p> <ul style="list-style-type: none"> i during the period of 1st December to 15th January ii during the period 30 days before and 30 days after your wedding day or that of a member of your family. 	

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>23 Frozen food</p> <p>Loss or damage to food in the cold compartment of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:</p> <ul style="list-style-type: none"> i a change in temperature ii contamination by refrigerant or refrigerant fumes. <p>The refrigerator or deep freeze cabinet must be:</p> <ul style="list-style-type: none"> a in the home b owned by or the responsibility of you or your family <p>The insurer will not pay more than £1,000 for any one claim.</p>	<p>Loss or damage resulting from:</p> <ul style="list-style-type: none"> a the deliberate act of you or your family or any electricity supplier b strike, lock-out or industrial dispute c property more specifically covered by any other insurance. d property used for business trade profession or employment purposes.
<p>24 Business equipment</p> <p>The insurer will pay up to £5,000 in total for loss or damage to business equipment within your home.</p> <p>The most the insurer will pay for any one item is £2,000.</p>	<p>Loss or damage specifically excluded under Part A Contents Standard Cover.</p>
<p>25 Liability to domestic staff</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) for bodily injury or illness (including death or disease) of any domestic staff under a contract of service at the insured address with you solely for private domestic duties within the United Kingdom, the Channel Islands and the Isle of Man.</p>	<ul style="list-style-type: none"> a Legal liability to pay compensation for bodily injury (including death or disease) or damage to property sustained by any domestic staff when domestic staff are: <ul style="list-style-type: none"> i carried in or upon a vehicle; or ii entering or getting on to or alighting from a vehicle; where such injury or damage is caused by or arises out of the use by you or your family of a vehicle. For the purpose of this exception the expressions, "use" and "vehicle" have the same meaning as in the Road Traffic Act 1988 or similar legislation.

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>25 continued</p> <p>The insurer will not pay more than £10,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p>	<p>25 continued</p> <p>b any claim or other proceedings against you or your family lodged or prosecuted in a court outside the United Kingdom, Isle of Man and the Channel Islands.</p> <p>c legal liability to pay any compensation or costs arising from</p> <ul style="list-style-type: none"> i the transmission of any communicable disease. ii the ownership, possession or use of an animal of a dangerous species or specially controlled dog, as defined in the Animals Act 1971 or any other legislation (including subsequent legislation of similar intent if applicable) and any dog specified under the Dangerous Dogs Act (1991) or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending legislation.
<p>26 Tenant’s liability</p> <p>Any amount up to 20% of contents sum insured for any claim or series of claims arising from any one event or one source or original cause that you or your family become legally liable to pay as tenant of the home in respect of:</p> <ul style="list-style-type: none"> i damage to the buildings by any cause specified under Buildings Standard Cover of this policy. ii accidental damage to any cable, pipe (including any drain inspection cover) or underground sewage tank providing a service to the home. iii Accidental breakage of: <ul style="list-style-type: none"> fixed glass in: <ul style="list-style-type: none"> – windows – doors – fanlights – skylights – greenhouses – conservatories – verandas 	<ul style="list-style-type: none"> a Loss or damage to gates, hedges and fences. b Loss or damage if the home has been left unoccupied or unfurnished.

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
<p>26 continued</p> <ul style="list-style-type: none"> iv fixed ceramic hobs or hob covers v fixed sanitary ware and bathroom fittings. 	
<p>27 Liability to the public</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) occurring in respect of accidental:</p> <ul style="list-style-type: none"> i death, bodily injury or illness of any person not an employee of either you or your family ii damage to property not belonging to or in the custody or control of you or your family and arising from: <ul style="list-style-type: none"> 1 the occupation of the home (but not its ownership) or 2 the private pursuits of you or your family <p>The insurer will not pay more than £2,000,000 (including costs) for any claim or series of claims arising from any one event or one source or original cause.</p>	<p>Legal liability to pay compensation or costs arising directly or indirectly from:</p> <ul style="list-style-type: none"> a any business, trade, profession or employment b the transmission of any communicable disease or virus c any mechanically propelled or assisted vehicle (other than motorised gardening equipment and wheelchairs) d lift, caravan, aircraft or watercraft (except models toys or any hand or foot propelled watercraft under 5 metres in length, sailboards or surfboards) owned by or in the custody or control of you or your family e the ownership, possession or use of an animal of a dangerous species or specially controlled dog, as defined in the Animals Act 1971 or any other legislation (including subsequent legislation) of similar intent if applicable) and any dog specified under the Dangerous Dogs Act (1991) or the Dangerous Dogs (Northern Ireland) Order 1991 or any amending legislation f any action for damages brought in a court outside the United Kingdom, the Isle of Man and the Channel Islands. g death and or bodily injury (including disease and illness) to you and your family. h a contractual obligation i the use of firearms other than sporting guns used for sporting purposes j the use of horses for racing, steeplechasing or hunting

Part A – Contents Standard Cover continued.

What is Covered	What is not covered
27 continued	27 continued k the ownership, use or possession of any caravan or trailer whilst being towed l criminal acts m an assault, alleged assault or a deliberate, wilful or malicious act.

Part B – Accidental Damage to the Contents

Your schedule will show if this extension has been chosen

What is Covered	What is not covered
28 Accidental loss or damage to contents whilst in the home .	Accidental loss or damage: <ul style="list-style-type: none"> a specifically excluded under Part A – Contents Standard Cover b more specifically covered elsewhere in this policy c by any gradually operating cause d by wear and tear e by chewing, scratching, tearing or fouling by domestic pets f by rot, fungus, insects or vermin g caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing h by the action of light or any atmospheric or climatic condition i by mechanical, electronic or electrical breakdown or failure j arising from depreciation in value or consequential loss k arising from the cost of remaking any film disc or tape or the value of any information contained on it l to computers or computer equipment: <ul style="list-style-type: none"> i by erasure or distortion of data ii by accidental erasure or mislaying or misfiling of documents or records iii by viruses

Part B – Contents additional cover continued.

What is Covered	What is not covered
28 continued	28 continued iv by contamination m to food, drink and plants n to contact lenses o while the home is unoccupied or unfurnished .
29 House removal Accidental loss or damage to contents whilst in the course of removal by professional removal contractors from the home to any new private residence within the United Kingdom or the Channel Islands or the Isle of Man.	Accidental loss or damage: a to money b to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors c to jewellery d during sea transit e whilst the contents are in storage f by mechanical, electronic or electrical breakdown or failure

Part C – Personal possessions

Your schedule will show if this extension has been chosen

Inflation protection applies

What are personal possessions?

Personal effects, valuables, pedal cycles, credit cards and **money**, provided that they belong to **you** or **your family** or **you** or **your family** are legally responsible for them and they are mainly used for private purposes.

What is the most the insurer will pay?

The **insurer** will not pay more in total than the sum insured shown for **personal possessions** in **your** schedule for any one claim under this Part of the **policy**.

NB: The sum insured under this Part is included within the sum insured for **Contents Standard Cover** and is not in addition to it.

The following limits apply:

- for **money** £500
- for credit cards £1,000
- for any one **pedal cycle** £500
- for any one **valuable** £2,500

These are the standard limits. If **you** have increased any of them, the revised limits that apply to **your policy** will be shown by **endorsement** in **your** schedule.

Part C – Personal Possessions continued.

What is Covered	What is not covered
<p>1 Loss or damage to valuables, money and personal effects belonging to you or your family whilst:</p> <ul style="list-style-type: none"> i anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean or ii anywhere in the world for up to 60 days during any period of insurance. 	<p>The amount of the excess shown in the schedule.</p> <p>The insurer will not pay for loss or damage:</p> <ul style="list-style-type: none"> a arising from the cost of remaking any film, disc or tape or the value of any information contained on it b caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing c caused by chewing, scratching, tearing or fouling by domestic pets d caused by rot, fungus, insects or vermin e caused by any gradually operating cause or wear and tear f caused by theft from unattended road vehicles unless contained in locked concealed luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle, with a maximum limit of £1,000 any one loss. g to items not in the care, custody or control of you or your family or an authorised person h caused by theft or attempted theft from an unlocked hotel room i by depreciation in value or consequential loss j by mechanical, electronic or electrical breakdown or failure k to watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers, pedal cycles valued over £500 and mechanically propelled vehicles (which includes motorcycles and children's motorcycles and motor cars, quad bikes and children's quad bikes) but lawnmowers garden implements and wheelchairs, models and toys are covered l to parts, accessories, tools and fitted radios, cassette players and compact disc players for the things excluded in (k) above

Part C – Personal Possessions continued.

What is Covered	What is not covered
<p>1 continued</p>	<p>m to any property used for business trade or profession or employment purpose</p> <p>n by theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor vehicle</p> <p>o to plants or any living creature</p> <p>p to documents</p> <p>q to contact lenses</p> <p>r where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason</p> <p>s specifically provided for elsewhere in this policy</p> <p>t to computers or computer equipment: <ul style="list-style-type: none"> i by erasure or distortion of data ii by accidental erasure or mislaying or misfiling of documents or records iii by viruses iv by contamination </p> <p>u to personal possessions left in your home after the home is left unoccupied or unfurnished</p> <p>v to property more specifically covered by any other insurance</p> <p>w to lottery tickets and raffle tickets.</p> <p>x to sports equipment while in use</p> <p>y to pedal cycles used for races, time trials and competitions and while practising for them</p> <p>z for thefts not reported to the police</p>
<p>2 Your or your family's liability under the terms of any credit card or cash dispenser card agreement as a result of its unauthorised use by any person not related to or residing with you or your family.</p>	<p>2 Any loss or claim: <ul style="list-style-type: none"> a unless you and your family have complied with the terms and conditions of the issuing authority b due to accounting errors or omissions. </p>

Part D – Buildings Standard Cover

Your schedule will show if this Part of the policy has been chosen.

What is the most the **insurer** will pay?

The **insurer** will not pay more in total than the sum insured shown for **buildings** in your **policy** schedule for any one claim under causes 1–11 and covers 13, 14, 17 and 19. The **insurer** will pay in addition amounts due under covers 12, 15, 16, 18 and 20 up to the limits shown.

Inflation protection applies.

What is Covered	What is not covered
Loss or damage to the buildings by the following causes:	The amount of the excess shown in the schedule (increased for cause 4). Not applicable to cover 20
1 Fire, smoke, explosion, lightning, earthquake.	Smoke damage arising gradually or out of repeated exposure.
2 Storm or flood.	Loss or damage: <ul style="list-style-type: none"> a by subsidence, ground heave or landslip b to gates, hedges, fences, drives or paths c to radio or television aerials d by frost e caused by rising ground water levels.
3 Theft or attempted theft.	<ul style="list-style-type: none"> a Loss or damage while the home is unoccupied or unfurnished b Loss or damage by any person lawfully in your home
4 Escape of water from: <ul style="list-style-type: none"> i a fixed: <ul style="list-style-type: none"> a water installation b drainage installation c heating installation ii a plumbed-in washing machine, plumbed-in dishwasher, water bed, refrigerator or deep freeze cabinet. <p>The insurer will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search for the leak but the insurer will not pay more than £5,000 for any one claim.</p>	Loss or damage <ul style="list-style-type: none"> a while the home is unoccupied or unfurnished b by subsidence, ground heave or landslip c by rot of any kind. <p>Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause is operative.</p>

Part D – Buildings Standard Cover continued.

What is Covered	What is not covered
<p>5 Escape of oil from a fixed oil-fired heating installation including smoke and smudge damage by vaporisation due to a defective oil-fired heating installation.</p> <p>The insurer will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search for the leak, but the insurer will not pay more than £5,000 for any one claim.</p>	<p>Loss or damage while the home is unoccupied or unfurnished.</p> <p>Damage caused by the escape of oil is covered but damage to the items themselves is only covered if an insured cause is operative.</p>
<p>6 Malicious persons or vandals.</p>	<p>a Loss or damage while the home is unoccupied or unfurnished.</p> <p>b Loss or damage caused by you or your family or any person lawfully in your home.</p>
<p>7 Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>8 Subsidence or ground, heave of the site on which the buildings stand, or landslip.</p>	<p>The first £1,000 of any damage.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> a caused by normal settlement, shrinkage, expansion or bedding down of new structures, settlement or movement of made-up ground b resulting from coastal or riverbank erosion c arising from construction, structural alteration or repair or demolition or ground works or excavation d arising from defective design, defective materials or faulty workmanship e to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, and swimming pools unless the home has been damaged at the same time by the same cause. f to or resulting from movement of solid floor slabs and non-load-bearing walls

Part D – Buildings Standard Cover continued.

What is Covered	What is not covered
8 continued	<p>8 f continued unless the foundations beneath the load bearing walls of the home are damaged at the same time and by the same cause.</p> <p>g to the buildings caused by the action of chemicals on or with any materials which form part of the buildings.</p>
<p>9 Collision by:</p> <ul style="list-style-type: none"> i aircraft ii aerial devices iii road or rail vehicles iv animals or anything dropped from them. 	<p>Loss or damage caused by</p> <ul style="list-style-type: none"> a domestic pets b insects.
10 Falling trees or branches.	<ul style="list-style-type: none"> a The cost of removal if the fallen tree or branch has not caused damage to the buildings b Loss or damage caused during tree felling, lopping or topping.
<p>11 Breakage or collapse of:</p> <ul style="list-style-type: none"> i satellite dishes ii TV or radio aerials, aerial fittings or masts iii lamp posts iv telegraph poles v electricity pylons, poles or overhead cables. 	<p>Loss or damage of the items themselves. Certain items may be covered under Part A – Contents standard cover.</p>
<p>12 Debris removal and building fees Necessary expenses for rebuilding or repairing the buildings as a result of damage covered by Buildings standard cover for:</p> <ul style="list-style-type: none"> i architect's, surveyor's, consulting engineers and legal fees; ii the cost of clearing debris from the site or demolishing or shoring up the buildings; iii the cost to comply with government or local authority requirements. <p>The insurer will not pay more than 12.5 % of the sum insured for buildings for any one claim.</p>	<ul style="list-style-type: none"> i Fees for preparing any claim ii Costs for complying with requirements you were notified of before the loss or damage.

Part D – Buildings Standard Cover continued.

What is Covered	What is not covered
<p>13 Service pipes and cables</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> i cables ii drain inspection covers iii underground drains, pipes or tanks providing services to or from the home and for which you are legally responsible. <p>The insurer will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search but the insurer will not pay more than £5,000 for any one claim.</p>	<p>If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.</p>
<p>14 Glass and sanitary ware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> i fixed glass in: <ul style="list-style-type: none"> – windows – doors – fanlights – skylights – greenhouses – conservatories – verandas ii fixed ceramic hobs or hob covers iii fixed sanitary ware and bathroom fittings. 	<ul style="list-style-type: none"> a Loss or damage while the home is unoccupied or unfurnished. b Damage to property that does not form part of the home. c Malicious damage caused by you or your family or any person lawfully in your home.
<p>15 Replacement of locks if the keys are lost or stolen</p> <p>The insurer will pay for the cost of replacing keys and locks or lock mechanism to:</p> <ul style="list-style-type: none"> i external doors and windows of the home ii a safe within or an alarm protecting the home following the loss of their keys. <p>The insurer will not pay more than £500 for any one claim.</p>	<ul style="list-style-type: none"> a The cost of replacing keys and locks to a garage or outbuilding. b Thefts not reported to the Police. <p>This cover can be found under both the Buildings and Contents Parts of this policy. Where both Parts are in force the insurer will only pay under one Part.</p>

Part D – Buildings Standard Cover continued.

What is Covered	What is not covered
<p>16 Alternative accommodation</p> <p>While the home cannot be lived in because of loss or damage covered under this policy the insurer will pay for:</p> <ul style="list-style-type: none"> i the reasonable increased cost of alternative comparable accommodation for you, your family and your domestic pets; or ii the amount of rent you and your family lose. <p>The insurer will not pay more than 20% of the sum insured for buildings for any one claim.</p>	<p>This cover can be found under both the Buildings and Contents Parts of this policy. Where both Parts are in force the insurer will only pay under one Part.</p>
<p>17 Emergency entry</p> <p>Loss or damage to the buildings caused if the fire, police or ambulance service has to force an entry to the buildings because of an emergency involving you or your family.</p>	
<p>18 Occupation by squatters</p> <p>The insurer will pay the cost of reasonable comparable alternative accommodation for you, your family and domestic pets while your home is occupied by squatters</p> <p>The insurer will not pay more than £10,000 for any one claim</p> <p>Legal fees necessarily incurred in repossessing your home may also be covered if you have selected Family Legal Protection (Part F). This will show on your schedule.</p>	
<p>19 Contracting purchaser</p> <p>If you have contracted to sell the home the purchaser shall have the full protection of your policy in respect of the buildings up to the date of completion of the purchase as long as the home is not covered by any other insurance.</p>	

Part D – Buildings Standard Cover continued.

What is Covered	What is not covered
<p>20 Property owner's liability</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) arising from your ownership (but not occupation) of the premises which causes accidental bodily injury (including death or disease) to any person or damage to property:</p> <ul style="list-style-type: none"> i solely as owner (not as occupier) of the buildings; ii in connection with any previous private residence which you owned and occupied, and incurred by reason of Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, provided that you had disposed of all legal title and interest at the time of any such occurrence. <p>If you cancel or do not renew Part D of your policy following sale of your home, the cover provided by paragraph (ii) for your present home will continue for seven years after this Part expires.</p> <p>The insurer will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p>	<p>Your legal liability to pay compensation arising directly or indirectly from:</p> <ul style="list-style-type: none"> a an agreement which imposes a liability on you which you would not be under in the absence of such agreement b the use or occupation of the home for any business, trade, profession or employment c death or bodily injury, illness or disease to any person who is a member of your family residing with you or any person under a contract of service d damage to property belonging to or under the control of you or a member of your family permanently residing with you e death, bodily injury or damage caused by lifts, hoists or mechanically propelled or assisted vehicles (other than motorised gardening equipment and pedestrian controlled vehicles) motor cycles, children's motor cycles, quad bikes and children's quad bikes. f the cost of rectifying any fault or alleged fault. <p>If you are entitled to indemnity under another insurance policy.</p>

Part E – Accidental Damage to the Buildings

Your schedule will show if this extension has been chosen

What is Covered	What is not covered
<p>Accidental damage to the buildings.</p>	<p>Accidental damage:</p> <ul style="list-style-type: none"> a specifically excluded under Part D – Buildings Standard Cover b more specifically covered elsewhere in this policy c by frost d by wear and tear or gradually developing deterioration, settlement or shrinkage of the buildings

Part E – Accidental damage to the Buildings continued

What is Covered	What is not covered
	<p>Accidental damage to the buildings continued</p> <ul style="list-style-type: none"> e by vermin, insects, fungus, wet or dry rot f by chewing, scratching, tearing or fouling by domestic pets g by mechanical or electronic or electrical breakdown or failure h arising from the alteration or extension of the buildings or the cost of maintenance or routine decoration i arising from faulty workmanship, defective design or use of defective materials j whilst the home is unoccupied or unfurnished. k occurring whilst the buildings or any part of them are let or lent. l Any excess as outlined in the policy schedule.

Part F1 - Family Legal Protection

Basic Cover

Your policy schedule will indicate if you have taken out cover under this Part of the policy.

Terms and Conditions of Policy

This is a contract of insurance between **you** and Equity Red Star. 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 **area of cover** and during the **cover period** for which **you** have paid or agreed to pay the premium.

Equity Red Star is managed by Equity Syndicate Management Limited which is 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.

Note

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

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 FamilyPlus within 180 days of the **date of event**.

Part F1 – Family Legal Protection Basic Cover continued

Definitions

Policyholder

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

You/Your

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

- a) the **policyholder's** spouse or partner;
- b) the **policyholder's** parents or parents-in-law;
- c) the **policyholder's** children under the age of 21.

Legal Costs

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

Civil Proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are issued in the courts or tribunals of the United Kingdom.

Appointed Lawyer

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

Cover Period

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

Date of Event

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

We/our/us

Equity Red Star and/or their agent MotorPlus Limited trading as FamilyPlus and/or ULR Norwich.

Area of Cover

The United Kingdom.

What is Covered

Subject to the terms, conditions, exclusions and limitations in this Policy, **we** will pay **legal costs** to a maximum of £50,000 (fifty thousand pounds) for any of the insured incidents 1, 2, 3 or 4 listed below, in order to pursue **civil proceedings** directly arising from one or more of the following events or causes, occurring within the **area of cover** where the **date of event** is within the **cover period** and provided that the premium has been paid, if **we** deem that there are reasonable prospects of success.

Insured Incidents

- 1 Personal Claims
 - a) **your** death;
 - b) a personal injury to **you**.
- 2 Real property
 - a) an infringement of **your** legal rights arising from owning or occupying **your** permanent place of residence;
 - b) problems arising out of buying or selling **your** permanent place of residence;
 - c) nuisance at or trespass to land in relation to **your** permanent place of residence.
- 3 Services and personal property
 - a) physical damage to personal property owned by **you** or for which **you** are responsible;
 - b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for **your** private or personal use.
- 4 Employment
Where **you** are an employee, disputes arising out of **your** contract of employment which give rise to a claim in an Employment Tribunal.

Part F1 – Family Legal Protection Basic Cover continued

Exclusions and limitations

- 1 Any claim:
 - a) which **you** do not report to us within 180 days of the **date of event**;
 - b) for which the **date of event** is before the date of inception of this Policy;
 - c) under insured incident 4 above (Employment) for which the **date of event** is within 90 days after the date of inception of this Policy;
 - d) under insured incidents 1 or 3 above (Personal Claims and Services and Personal Property) for which the **date of event** is within 60 days after the date of inception of this Policy;
 - e) under insured incident 2 above (Real Property) for which the **date of event** is within 180 days after the date of inception of this Policy;
 - f) where the amount claimed is less than £100;
- 2 **Legal costs** incurred:
 - a) before **our** written acceptance of a claim;
 - b) whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a composition with creditors.
3. The balance of **legal costs** over and above any figure **we** have previously agreed.
- 4 **Legal costs** incurred in any appeal proceedings unless:
 - a) **you** confirm in writing to **us** that **you** wish to appeal at least six working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
 - b) **we** consider such appeal has a reasonable chance of success.
5. In respect of claims under insured incident 2 above (Real Property) the first £250.00 of **legal costs** incurred in each separate claim, and in respect of claims under insured incidents 1, 3 and 4 above (Personal Claims, Services and Personal Property and Employment), the first £50.00 of **legal costs** incurred in each separate claim. In either case, such sum must be paid to **us** before **we** can act.
6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.
7. Fines or penalties or any damages, which **you** are ordered to pay by a court, tribunal or other authority.
8. Any insured incident, which **you** intentionally cause or create.
9. **Legal costs** of or relating to claims regarding:
 - 9.1 the alleged dishonesty or violent behaviour of any person;
 - 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
 - 9.3 wills, probate or inheritance;
 - 9.4 patents, trademarks, copyrights, registered design or intellectual property;
 - 9.5 secrecy or confidentiality agreements;
 - 9.6 any business, trade or profession in which **you** are engaged, or any other venture undertaken by **you** for financial gain (other than **your** contract as an employee);
 - 9.7 clinical negligence;
 - 9.8 any shareholding, directorship or partnership, or other commercial interest;
 - 9.9 any remark or comment whether permanently recorded or not, which may damage **your** reputation;
 - 9.10 the Millennium Bug or any computer, electric, electronic or mechanical error;
 - 9.11 leases, licences, tenancies and disputes between landlord and tenant;

Part F1 – Family Legal Protection Basic Cover continued

- 9.12 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
- 9.13 planning, building or structural alteration of any building or part of such;
- 9.14 subsidence, shrinkage, ground heave, landslip, mining or quarrying;
- 9.15 any building or land other than **your** principal home;
- 9.16 any party legally acquiring **your** principal home from **you** (whether or not **you** are paid), or restrictions or controls placed upon **your** principal home by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.17 work done by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.18 a motor vehicle owned or used by, or hired or leased to **you**;
- 9.19 any road traffic accident;
- 9.20 the settlement payable pursuant to any insurance or other policy;
- 9.21 any enforcement proceedings or procedure;
- 9.22 proceedings before or reference to the European Court or the European Court of Human Rights;
- 9.23 a dispute with **us** or with **your** insurance broker or provider;
- 9.24 Judicial Review;
- 9.25 war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
- 9.26 radiation or radioactive contamination;
- 9.27 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- 9.28 sonic pressure waves;
- 9.29 the defence of any claim brought by any other party.

- 10. **Legal costs** incurred during any legal action **you** take which **we** have not agreed to, or where **you** do anything that hinders **us**, or the **appointed lawyer**.
- 11. No liability will be accepted for any loss or cost incurred by **you** as a result of any action which **you** take as a result of advice **we** may have provided.

General Conditions

- 1 **You** must:
 - 1.1 abide by the terms and conditions of this Policy;
 - 1.2 try to prevent or minimise **legal costs** wherever possible;
 - 1.3 send **us** everything **we** ask for in writing including full and accurate information about any claim.
- 2 **We** can:
 - 2.1 take over any claim or **civil proceedings** at any time and conduct them in **your** name;
 - 2.2 negotiate or settle any claim or **civil proceedings** on **your** behalf;
 - 2.3 refer any boundary or other property dispute to mediation
 - 2.4 contact **you** direct at any time regarding a claim.
- 3
 - 3.1 An **appointed lawyer** will be appointed by **us**, representing you pursuant to **our** standard terms of appointment.
 - 3.2 The **appointed lawyer** will have direct contact with **us** and must co-operate fully with **us** at all times.
 - 3.3 **You** must co-operate fully with the **appointed lawyer** and with **us**, keeping **us** informed and attending such meetings or hearings as may be required at **your** own expense.
 - 3.4 **You** must give the **appointed lawyer** any instructions that **we** request.

Part F1 – Family Legal Protection Basic Cover continued

- 3.5 If it becomes necessary to appoint a lawyer to assist **you** before the issue of **civil proceedings** **we** will choose the **appointed lawyer**. If by the date when it is necessary to issue **civil proceedings** **we** have not already chosen an **appointed lawyer**, **you** can nominate one by sending **us** the name and business address of a suitably qualified person. **We** may choose not to accept **your** nominee but only in exceptional circumstances. If there is a disagreement over the choice of **appointed lawyer** another suitably qualified person can be appointed to decide the issue (see 3.11 below).
- 3.6 **You** must at **our** request instruct the **appointed lawyer** to have any **legal costs** taxed, assessed or otherwise audited.
- 3.7 **You** must take all necessary steps to assist the recovery of **legal costs** from any other party, and pay **us** any **legal costs** so recovered.
- 3.8 **We** will not be bound by any undertaking or other promise or assurance **you** may give to the **appointed lawyer**, or which you or the **appointed lawyer** give to any other person.
- 3.9 If **you**, or the **appointed lawyer**, terminate their retainer the cover **we** provide will end immediately, though **we** may agree to appoint another **appointed lawyer**.
- 3.10 If you settle, withdraw or abandon a claim without **our** prior agreement, or fail to give suitable instructions to the **appointed lawyer**, the cover **we** provide will end immediately and **we** will be entitled to reclaim from **you** any **legal costs** paid by **us**.
- 3.11 If **we** and **you** disagree about the choice of **appointed lawyer**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **we** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.
- 4.
- 4.1 **You** must inform **us** of any proposal to settle a claim including any Payment Into Court. If **you** reject an offer that we consider reasonable **we** may refuse to pay any further **legal costs**.
- 4.2 **You** must not negotiate or agree to settle a claim without **our** prior approval.
5. **We** may elect to pay **you** the amount of damages **you** are claiming, instead of starting or continuing **civil proceedings**.
6. **We** will not accept any claim unless the Premium has been paid.
7. **We** may if **we** see fit require that **you** obtain Counsel's Opinion from a barrister agreed by **you** and **us**, as to the merits of a proposed claim or **civil proceedings**. **You** will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or **civil proceedings**, we will refund Counsel's fees.
8. **We** can cancel this Policy at any time by giving **you** 14 days' notice in writing.
9. **We** will not pay any claim that is covered under any other policy or in respect of which Trade Union cover is in force, or would have been so covered but for this Policy.

Part F1 – Family Legal Protection Basic Cover continued

10. 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.
11. Apart from **us**, only **you** may enforce all or any part of this Policy and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
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. Any Act of Parliament mentioned in the Policy includes equivalent laws in Scotland, Northern Ireland, the Isle of Man, Jersey and Guernsey as the case may be.
14. If **you** make a claim that is in any way dishonest, **we** will refuse to assist.
15. If **we** choose to set aside a term or condition of this Policy, this will not prevent **us** from relying on that term or condition or any other term or condition in the future.
16. **You** have the right to cancel the Policy at any time by sending **us** notice in writing. If **you** send notice in writing within 14 days of receiving the Policy then **we** will return the premium in full. This is called the "cooling off period". If **you** cancel at any other time, any refund of the premium or a proportion of it will be at **our** discretion.
17. **We** will cancel the Policy if **we** do not receive the premium on the date it is due. However, **we** may reinstate the Policy if it is then paid.
18. **We** will cancel the Policy if in **our** opinion the **policyholder** has at any time: given **us** false or incomplete information; agreed to help anyone try to take money from **us** dishonestly; or failed to meet the terms and conditions of this Policy or to act openly and honestly towards **us**.
19. **We** can cancel the Policy by giving the **policyholder** at least 14 days' written notice at the last known address. If **we** cancel the Policy under such circumstances and providing you have not used any of the benefits of the Policy or made a claim, **we** will refund the amount the **policyholder** has paid for the remaining **cover period**.

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 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 Equity Red Star at 52 Leadenhall Street, London, EC3A 2BJ. After this action if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask the Policyholder and Market Assistance department at Lloyd's to review your complaint. The address is:

Policyholder and Market Assistance,
Lloyd's, One Lime Street,
London, EC3M 7HA.
Telephone: 020 7327 5693.
Fax: 020 7327 5225.
E-mail: Complaints@lloyds.com

Part F1 – Family Legal Protection Basic Cover continued

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, 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 Equity Red Star 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.

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands. To help **us** monitor **our** service standards, telephone calls may be recorded.

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

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

TO CONTACT THE HELPLINE, PHONE:

01603 420033, quoting the reference FamilyPlus

HOW TO MAKE A CLAIM

Simply telephone **us** on 0800 008 6709 and quoting the reference FamilyPlus, or write to us at:

FamilyPlus
Kircam House
5 Whiffler Road
Norwich
NR3 2AL

Claims may be emailed to fpclaims@ulr.co.uk

Cooling-off periods

Remember that **you** have a right to cancel **your** Policy. If **you** decide to cancel within 14 days of **your** Policy's inception or renewal date please contact **your** insurance agent and they will instruct **us** to cancel **your** Policy immediately and refund the payment **you** have made. Please note that if **you** choose to cancel **your** Policy outside of the cooling-off periods shown above, **you** will not be entitled to a refund.

Data Protection Notice – Your personal details

We will use the information the **policyholder** provides to: manage the **policyholder's** Policy; collect payments when due; and process any claim the **policyholder** makes.

You have a right to see all the information **we** hold about **you**. If **you** want to see this information, please write to:

The Chief Executive
MotorPlus Limited
Kircam House
5 Whiffler Road
Norwich NR3 2AL

Who regulates us

MotorPlus Limited is authorised and regulated by the Financial Services Authority (FSA). **Our** permitted business is administering general insurance and assistance products. The **policyholder** can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. **We** are also regulated by the Department for Constitutional Affairs in respect of regulated claims management activities. This registration is recorded on the website www.claimsregulation.gov.uk. All communications and policy documents will be in English unless otherwise agreed.

Part F1 – Family Legal Protection Basic Cover continued

We are committed to meeting the needs of all **our** policyholders, including those with special needs. **Our** letters and other policy documents are all available in Braille, large text or on audio tape. The **policyholder** can also contact **us** through RNIB Typetalk.

MotorPlus Limited Registered Office:
Kircam House, 5 Whiffler Road, Norwich,
NR3 2AL Registered in England No.
03092837. Authorised and regulated by
the Financial Services Authority.

Part F2 - Family Legal Protection

Premium Cover

Your policy schedule will indicate if you have taken out cover under this Part of the policy.

Terms and Conditions of Policy

This is a contract of insurance between **you** and Equity Red Star. 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 **area of cover** and during the **cover period** for which **you** have paid or agreed to pay the premium.

Equity Red Star is managed by Equity Syndicate Management Limited which is 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.

Note

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

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 FamilyPlus within 180 days of the **date of event**.

Part F2 – Family Legal Protection Premium Cover continued

Definitions

Policyholder

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

You/Your

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

- a) the **policyholder's** spouse or partner;
- b) the **policyholder's** parents or parents-in-law;
- c) the **policyholder's** children under the age of 21.

Legal Costs

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

Civil Proceedings

Civil court, civil tribunal or civil arbitration proceedings, which are issued in the courts or tribunals of the United Kingdom.

Appointed Lawyer

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

Cover Period

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

Date of Event

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

We/are/us

Equity Red Star and/or their agent MotorPlus Limited trading as FamilyPlus and/or ULR Norwich.

Area of Cover

The United Kingdom.

What is Covered

Subject to the terms, conditions, exclusions and limitations in this Policy, **we** will pay **legal costs** to a maximum of £50,000 (fifty thousand pounds) for any of the insured incidents 1, 2, 3 or 4 listed below, in order to pursue **civil proceedings** directly arising from one or more of the following events or causes, occurring within the **area of cover** where the **date of event** is within the **cover period** and provided that the premium has been paid, if **we** deem that there are reasonable prospects of success. In respect of insured incident 5, subject to the terms, conditions, exclusions and limitations in this Policy we will provide the telephone helpline services described.

Insured Incidents

- 1 Personal Claims
 - a) **your** death;
 - b) a personal injury to **you**.
- 2 Real property
 - a) an infringement of **your** legal rights arising from owning or occupying **your** permanent place of residence;
 - b) problems arising out of buying or selling **your** permanent place of residence;
 - c) nuisance at or trespass to land in relation to **your** permanent place of residence.
- 3 Services and personal property
 - a) physical damage to personal property owned by **you** or for which **you** are responsible;
 - b) the purchase, hire, leasing or sale of personal or private goods, or the provision of services for **your** private or personal use.
- 4 Employment
Where **you** are an employee, disputes arising out of **your** contract of employment which give rise to a claim in an Employment Tribunal.

Part F2 – Family Legal Protection Premium Cover continued

5 Identity Theft

Where the policyholder's personal details have or may be stolen or used without the policyholder's authorisation:

- a) We will provide the policyholder with a confidential helpline to assist and advise the policyholder if the policyholder has concerns about being or becoming a victim of identity theft.
- b) If the policyholder becomes a victim of identity theft we will provide advice regarding regaining the policyholder's identity.
- c) If the policyholder needs advice they may call us. We may send the policyholder a claim form to complete and return to us together with any documents that we ask for.

Exclusions and limitations

1 Any claim:

- a) which **you** do not report to us within 180 days of the **date of event**;
- b) for which the **date of event** is before the date of inception of this Policy;
- c) under insured incident 4 above (Employment) for which the **date of event** is within 90 days after the date of inception of this Policy;
- d) under insured incidents 1 or 3 above (Personal Claims and Services and Personal Property) for which the **date of event** is within 60 days after the date of inception of this Policy;
- e) under insured incident 2 above (Real Property) for which the **date of event** is within 180 days after the date of inception of this Policy;
- f) where the amount claimed is less than £100;
- g) under insured incident 5 above (Identity Theft) if
 1. the identity theft is committed by someone who lives at the **policyholder's** home address; or
 2. the **policyholder's** losses arise out of any business activity.

2 **Legal costs** incurred:

- a) before **our** written acceptance of a claim;
 - b) whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a composition with creditors.
3. The balance of **legal costs** over and above any figure **we** have previously agreed.
- 4 **Legal costs** incurred in any appeal proceedings unless:
- a) **you** confirm in writing to **us** that **you** wish to appeal at least six working days prior to expiry of any time limit for filing Notice of Appeal, or Application for Permission to Appeal (as appropriate); and
 - b) **we** consider such appeal has a reasonable chance of success.
5. In respect of claims under insured incident 2 above (Real Property) the first £250.00 of **legal costs** incurred in each separate claim, and in respect of claims under insured incidents 1, 3 and 4 above (Personal Claims, Services and Personal Property and Employment), the first £50.00 of **legal costs** incurred in each separate claim. In either case, such sum must be paid to **us** before **we** can act.
6. Travelling expenses, subsistence expenses and claims for lost earnings or loss of paid holiday.
7. Fines or penalties or any damages, which **you** are ordered to pay by a court, tribunal or other authority.
8. Any insured incident, which **you** intentionally cause or create.
9. **Legal costs** of or relating to claims regarding:
- 9.1 the alleged dishonesty or violent behaviour of any person;

Part F2 – Family Legal Protection Premium Cover continued

- 9.2 divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief, affiliation or mediation connected with such issues;
- 9.3 wills, probate or inheritance;
- 9.4 patents, trademarks, copyrights, registered design or intellectual property;
- 9.5 secrecy or confidentiality agreements;
- 9.6 any business, trade or profession in which **you** are engaged, or any other venture undertaken by **you** for financial gain (other than **your** contract as an employee);
- 9.7 clinical negligence;
- 9.8 any shareholding, directorship or partnership, or other commercial interest;
- 9.9 any remark or comment whether permanently recorded or not, which may damage **your** reputation;
- 9.10 the Millennium Bug or any computer, electric, electronic or mechanical error;
- 9.11 leases, licences, tenancies and disputes between landlord and tenant;
- 9.12 any illness or physical or psychological injury which is gradual or progressive or is not caused by a specific or sudden accident;
- 9.13 planning, building or structural alteration of any building or part of such;
- 9.14 subsidence, shrinkage, ground heave, landslip, mining or quarrying;
- 9.15 any building or land other than **your** principal home;
- 9.16 any party legally acquiring **your** principal home from **you** (whether or not **you** are paid), or restrictions or controls placed upon **your** principal home by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.17 work done by any governmental or public or local authority unless the claim is for accidental physical damage;
- 9.18 a motor vehicle owned or used by, or hired or leased to **you**;
- 9.19 any road traffic accident;
- 9.20 the settlement payable pursuant to any insurance or other policy;
- 9.21 any enforcement proceedings or procedure;
- 9.22 proceedings before or reference to the European Court or the European Court of Human Rights;
- 9.23 a dispute with **us** or with **your** insurance broker or provider;
- 9.24 Judicial Review;
- 9.25 war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, terrorism, rebellion, revolution, military force or coup;
- 9.26 radiation or radioactive contamination;
- 9.27 the hazardous properties of any explosive, corrosive, invasive or toxic substance or material;
- 9.28 sonic pressure waves;
- 9.29 the defence of any claim brought by any other party.
- 10. **Legal costs** incurred during any legal action **you** take which **we** have not agreed to, or where **you** do anything that hinders **us**, or the **appointed lawyer**.
- 11. In respect of insured incident 5 above (Identity Theft) if the **policyholder's** identity is used unlawfully outside the **area of cover**, or the theft occurs while the **policyholder** is outside the area of cover, the amount of advice we provide may be limited.
- 12. No liability will be accepted for any loss or cost incurred by you as a result of any action which you take as a result of advice we may have provided.

Part F2 – Family Legal Protection Premium Cover continued

General Conditions

1 **You** must:

- 1.1 abide by the terms and conditions of this Policy;
- 1.2 try to prevent or minimise **legal costs** wherever possible including if appropriate, taking the necessary action to prevent continued misuse of **your** identity; ;
- 1.3 send **us** everything **we** ask for in writing including full and accurate information about any claim.

2 **We** can:

- 2.1 take over any claim or **civil proceedings** at any time and conduct them in **your** name; ;
- 2.2 negotiate or settle any claim or **civil proceedings** on **your** behalf; ;
- 2.3 refer any boundary or other property dispute to mediation
- 2.4 contact **you** direct at any time regarding a claim.

3

- 3.1 An **appointed lawyer** will be appointed by **us**, representing you pursuant to **our** standard terms of appointment.
- 3.2 The **appointed lawyer** will have direct contact with **us** and must co-operate fully with **us** at all times.
- 3.3 **You** must co-operate fully with the **appointed lawyer** and with us, keeping **us** informed and attending such meetings or hearings as may be required at **your** own expense.
- 3.4 **You** must give the **appointed lawyer** any instructions that **we** request.
- 3.5 If it becomes necessary to appoint a lawyer to assist **you** before the issue of **civil proceedings** **we** will choose the **appointed lawyer**. If by the date when it is necessary to issue **civil proceedings** **we** have not already chosen an **appointed lawyer**, **you** can nominate one by

sending **us** the name and business address of a suitably qualified person. **We** may choose not to accept **your** nominee but only in exceptional circumstances. If there is a disagreement over the choice of **appointed lawyer** another suitably qualified person can be appointed to decide the issue (see 3.11 below).

- 3.6 **You** must at **our** request instruct the **appointed lawyer** to have any **legal costs** taxed, assessed or otherwise audited.
- 3.7 **You** must take all necessary steps to assist the recovery of **legal costs** from any other party, and pay **us** any **legal costs** so recovered.
- 3.8 **We** will not be bound by any undertaking or other promise or assurance **you** may give to the **appointed lawyer**, or which you or the **appointed lawyer** give to any other person.
- 3.9 If **you**, or the **appointed lawyer**, terminate their retainer the cover **we** provide will end immediately, though **we** may agree to appoint another **appointed lawyer**.
- 3.10 If you settle, withdraw or abandon a claim without **our** prior agreement, or fail to give suitable instructions to the **appointed lawyer**, the cover **we** provide will end immediately and **we** will be entitled to reclaim from **you** any **legal costs** paid by **us**.
- 3.11 If **we** and **you** disagree about the choice of **appointed lawyer**, or about the handling of a claim, **we** and **you** can choose another suitably qualified person to decide the matter, agreeing the choice of this person in writing. If this is not possible **we** will ask the President of the relevant national Law Society to nominate a suitably qualified person. The Party whose choice is rejected must pay the costs and fees incurred in resolving the disagreement.

Part F2 – Family Legal Protection Premium Cover continued

- 4.
- 4.1 **You** must inform **us** of any proposal to settle a claim including any Payment Into Court. If **you** reject an offer that we consider reasonable **we** may refuse to pay any further **legal costs**.
- 4.2 **You** must not negotiate or agree to settle a claim without **our** prior approval.
5. **We** may elect to pay **you** the amount of damages **you** are claiming, instead of starting or continuing **civil proceedings**.
6. **We** will not accept any claim unless the Premium has been paid.
7. **We** may if **we** see fit require that **you** obtain Counsel's Opinion from a barrister agreed by **you** and **us**, as to the merits of a proposed claim or **civil proceedings**. **You** will be responsible for the costs of obtaining the Opinion, but if this indicates that there are reasonable grounds for the pursuit of a claim or **civil proceedings**, we will refund Counsel's fees.
8. **We** can cancel this Policy at any time by giving **you** 14 days' notice in writing.
9. **We** will not pay any claim that is covered under any other policy or in respect of which Trade Union cover is in force, or would have been so covered but for this Policy.
10. 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.
11. Apart from **us**, only **you** may enforce all or any part of this Policy and the rights and interests arising from it or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the Policy in relation to any third party right or interest.
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. Any Act of Parliament mentioned in the Policy includes equivalent laws in Scotland, Northern Ireland, the Isle of Man, Jersey and Guernsey as the case may be.
14. If **you** make a claim that is in any way dishonest, **we** will refuse to assist.
15. If **we** choose to set aside a term or condition of this Policy, this will not prevent **us** from replying on that term or condition or any other term or condition in the future.
16. **You** have the right to cancel the Policy at any time by sending **us** notice in writing. If **you** send notice in writing within 14 days of receiving the Policy then **we** will return the premium in full. This is called the "cooling off period". If **you** cancel at any other time, any refund of the premium or a proportion of it will be at **our** discretion.
17. **We** will cancel the Policy if **we** do not receive the premium on the date it is due. However, **we** may reinstate the Policy if it is then paid.

Part F2 – Family Legal Protection Premium Cover continued

- We** will cancel the Policy if in **our** opinion the **policyholder** has at any time: given **us** false or incomplete information; agreed to help anyone try to take money from **us** dishonestly; or failed to meet the terms and conditions of this Policy or to act openly and honestly towards **us**.
- We** can cancel the Policy by giving the **policyholder** at least 14 days' written notice at the last known address. If **we** cancel the Policy under such circumstances and providing you have not used any of the benefits of the Policy or made a claim, **we** will refund the amount the **policyholder** has paid for the remaining **cover period**.

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 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 Equity Red Star at 52 Leadenhall Street, London, EC3A 2BJ. After this action if **you** are still not satisfied with the way a complaint has been dealt with, **you** may ask the Policyholder and Market Assistance department at Lloyd's to review your complaint.

The address is:
Policyholder and Market Assistance,
Lloyd's, One Lime Street,
London, EC3M 7HA.
Telephone: 020 7327 5693.
Fax: 020 7327 5225.
E-mail: Complaints@lloyds.com

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, 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 Equity Red Star 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.

Telephone Legal Advice Helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands. To help **us** monitor **our** service standards, telephone calls may be recorded.

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

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

TO CONTACT THE HELPLINE, PHONE:

01603 420033, quoting the reference FamilyPlus

HOW TO MAKE A CLAIM

Simply telephone **us** on 0800 008 6709 and quoting the reference FamilyPlus, or write to us at:

FamilyPlus
Kircam House
5 Whiffler Road
Norwich
NR3 2AL

Claims may be emailed to fpclaims@ulr.co.uk

Part F2 – Family Legal Protection Premium Cover continued

Cooling-off periods

Remember that **you** have a right to cancel **your** Policy. If **you** decide to cancel within 14 days of **your** Policy's inception or renewal date please contact **your** insurance agent and they will instruct **us** to cancel **your** Policy immediately and refund the payment **you** have made. Please note that if **you** choose to cancel **your** Policy outside of the cooling-off periods shown above, **you** will not be entitled to a refund.

Data Protection Notice – Your personal details

We will use the information the **policyholder** provides to: manage the **policyholder's** Policy; collect payments when due; and process any claim the **policyholder** makes in connection with identity theft.

You have a right to see all the information **we** hold about **you**. If **you** want to see this information, please write to:

The Chief Executive
MotorPlus Limited
Kircam House
5 Whiffler Road
Norwich NR3 2AL

We disclose the use of data in connection with claims for identity theft but not in connection with other claims.

Who regulates us

MotorPlus Limited is authorised and regulated by the Financial Services Authority (FSA). **Our** permitted business is administering general insurance and assistance products. The **policyholder** can check this on the FSA's register by visiting the FSA website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

We are also regulated by the Department for Constitutional Affairs in respect of regulated claims management activities. This registration is recorded on the website

www.claimsregulation.gov.uk.

All communications and policy documents will be in English unless otherwise agreed.

We are committed to meeting the needs of all **our** policyholders, including those with special needs. **Our** letters and other policy documents are all available in Braille, large text or on audio tape. The **policyholder** can also contact **us** through RNIB Typetalk.

MotorPlus Limited Registered Office:
Kircam House, 5 Whiffler Road, Norwich,
NR3 2AL Registered in England No.
03092837. Authorised and regulated by
the Financial Services Authority.

Part G – Home Emergency Assistance

YOUR POLICY SCHEDULE WILL TELL YOU IF YOUR POLICY INCLUDES THIS COVER.

This Part of the **policy** is underwritten by Inter Partner Assistance SA, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Inter Partner Assistance SA is authorised by the CBFA in Belgium (their regulatory arm) and regulated by the Financial Services Authority (FSA) in the UK.

Home Hotline provides the services and benefits described in this Part of the **policy** during the **period of insurance** for which **you** have paid the premium.

How to make a claim

To obtain emergency assistance contact the 24 hour Emergency Helpline on **0845 600 6052**

You should have the following information available upon request:

- **Your** name and home postcode
- **Your** Policy Number – BDML04
- An indication of the nature of the problem.

Data Protection

Details of **you, your** insurance cover and claims will be held by **us** for underwriting, processing, claims handling and fraud prevention, subject to the provisions of the Data Protection Act 1998.

Definitions that apply to this Part of the policy:

Approved Contractor: A tradesperson authorised in advance by **Home Hotline** to carry out repairs.

Emergency: The result of a sudden and unforeseen incident at the **property** which immediately:

1. exposes the **insured** or a third party to a risk to **their** health; or
2. creates a risk of loss of or damage to the **property** and/or any of **your** belongings; or
3. renders the **property** uninhabitable.

Emergency Repair: Work undertaken by an **authorised contractor** to resolve the **emergency** by completing a **temporary repair**.

Essential Services: Mains drainage to the boundary of the **property**, water, electricity and gas within the property and the main source of **heating** where no alternative exists and the service is immediately necessary to prevent an **emergency**.

Heating: The gas fired central heating boiler from the appliance isolating the stop cock, together with the pump, radiator valves, motorised valves and cylinder thermostat, time, temperature and pressure controls, radiators, pipework, hot water cylinder, feed and expansion tank and primary fueling. The maximum permissible output of **your** private domestic gas fired boiler is 60Kw/hr.

Home Hotline/We/Us/Our:

Home Hotline Limited, Fulwood Park, Caxton Road, Fulwood, Preston, PR2 9NZ.

Insured/You/Your: The policyholder and/or any member of the policyholder's family normally living at the **property**.

Period of Insurance:

The dates shown on **your** current Household policy schedule.

Part G – Home Emergency Assistance continued

Permanent Repair:

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

Property:

Your principle **permanent place of residence**, comprising private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.

Temporary Repair:

A repair that will resolve an **emergency** but will need to be replaced by a **permanent repair**.

What is covered

Emergency incidents that will be covered by this **policy** are:

- Plumbing problems related to leaking pipes, blocked drains or leaking radiators
- Blockages in toilet waste pipes
- Sudden and unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather
- Gas or electricity failure within the **property**
- Hot water failure
- Vermin such as rats, mice, or wasps nests inside the **property**

Section A - Domestic Emergency

1. If **you** suffer an **emergency** at **your property**, **you** should tell **us** on the **emergency** telephone number shown in **your policy**. **We** will then:
 - a) advise **you** how to protect yourself and the **property** immediately;
 - b) organise and pay up to £300 including VAT, call out, labour, parts and materials to carry out an **emergency repair**, or if at a similar expense a **permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining

so overnight, **we** will at **your** request arrange, and pay up to £100 including VAT in total for:

- a) **your** overnight accommodation and/or
- b) transport to such accommodation.

What is not covered

3. There are Conditions and Exclusions that limit **your** cover. Please read them carefully to ensure that this Part of the **policy** meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not insured.
4. This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements **your** household insurance policy, providing benefits and services that are not normally available under such policies. It is suggested that **you** should have a building insurance policy covering **your property** and a contents insurance policy covering **your** possessions.

Exclusions

5. The following are excluded from the insurance of this Part of the **policy**:
 - a) Any leaking or dripping tap that requires re-washing or replacing, external overflows or replacement cylinders, tanks, radiators or sanitary ware.
 - b) Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
 - c) External water supply pipes.
 - d) Failure of the boiler or the **heating** occurring in the months of May to August inclusive.
 - e) Failure of boilers or **heating** systems that have not been inspected or serviced by a qualified person within the preceding twelve months.
 - f) Boilers over 15 years old.

Part G – Home Emergency Assistance continued

- g) Replacement of light bulbs and fuses in plugs
 - h) Loss of keys for outbuildings, garages and sheds.
 - i) Vermin outside the main dwelling e.g. in garages or other outbuildings.
 - j) Breakdown or loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment
 - k) Damage to boundary walls, hedges, fences or gates
 - l) LPG-fuelled, oil-fired, warm-air, solar or un-vented heating systems
 - m) Electricity supply to, or failure of burglar/fire alarm system, CCTV surveillance, or to swimming pools and their plumbing or filtration systems
6. **We** will not be liable for any of the following:
- a) Loss or damage arising from circumstances known to **you** prior to the start date of this insurance
 - b) The cost of replacement parts due to natural wear and tear
 - c) Loss or damage however caused to personal items, like paintings, electrical goods, jewellery, clothing etc
 - d) Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company
 - e) Any cost relating to the attempted repair by **you** or **your** own contractor
 - f) Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification that does not comply with recognised industry standards
 - g) Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days
 - h) Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion
 - i) Any loss or damage arising as a consequence of:
 - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance
 - b) ionizing, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component
 - j) Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of, the failure or inability of any equipment to correctly recognise or interpret data representing any calendar date, in such a way that it does not work properly or at all

Home Hotline – A promise of service

7. **We** wish to provide **you** with a high standard of service. Very occasionally **we** receive complaints, which **we** investigate at once. Every effort is made to resolve them to **your** satisfaction.

Complaints Procedure

8. If **you** have a complaint please write to: The Customer Relations Department, Home Hotline Limited, Fulwood Park, Caxton Road, Fulwood, Preston, PR2 9NZ.

If **your** complaint relates to the service **you** experienced as a result of a claim, and **you** feel the matter has not been resolved satisfactorily, **you** should write to the

Part G – Home Emergency Assistance continued

Managing Director of **Home Hotline** at the above address. In the unlikely event that **you** are not satisfied with the response from **Home Hotline**, **you** can ask **us** for details of the Financial Ombudsman Service, (FOS).

The existence of these procedures does not affect **your** right to legal proceedings.

Financial Services Compensation Scheme (FSCS).

9. Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of a financial services firm if the firm were not able to meet its liabilities. Further information can be obtained from either Home Hotline or on www.fscs.org.uk

Relevant Law

10. This Part of the **policy** is subject to English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.

11. This Part of the **policy** represents the entire agreement of the parties on the matters in question.

General Conditions

12. No costs for repairs are payable under this insurance, unless **we** have been notified by **you** or a person on **your** behalf through the 24 hour claims service telephone number provided and **we** have authorised an **approved contractor** in advance.
13. **You** must quote **BDML04** when calling for help. **You** must produce the relevant identification on the demand of the approved contractor or **our** other nominated agent.
14. If any loss, damage or expense covered under this insurance is also covered by any other insurance or maintenance contract, **we** will not pay more than

our fair share (rateable proportion) of any claim.

15. This insurance does not cover normal day-to-day maintenance of **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time.
16. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

Cancellation Rights

17. If this cover does not meet **your** requirements, please return all **your** documents within 14 days of receipt and provided that no claims have been made **we** will refund **your** premium in full.
18. **We** may cancel this **Home Emergency Assistance** Part of the **policy** by giving **you** at least 7 days notice at **your** last known address. If **we** cancel this Part of the **policy**, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made.

We reserve the right to refuse renewal of this Part of the **policy**.

Parts Availability

19. Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases, **we** will not be able to avoid delays in repair. There may also be occasions where parts are no longer available. In these situations, **we** will ensure **your property** is safe, and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

useful telephone numbers

Customer Service

0844 800 8538

Renewals

0844 800 8539

Claims

0800 008 6709

Hours of opening

Monday to Friday 8.00am to 8.00pm

Saturday 9.00am to 2.00pm

Sunday Closed

Bank Holidays 9.00am to 1.00pm

(excluding Christmas and Boxing Day)

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