

Insurance



Home Insurance

Your Policy

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Introduction

Welcome to your Home Insurance policy. Keep this booklet somewhere safe, because it contains useful telephone numbers and important information about what you're insured for, how to make claims and how to update your policy if your circumstances change.

To understand the level of cover you have purchased you should read this booklet together with your Policy Details. As you may expect, cover provided under this policy is subject to exclusions and conditions. Please read your policy carefully for details of any exclusions or limits that apply to individual sections. **Please also refer to pages 30 and 31 for details of the General Exclusions and Conditions that apply to the whole policy.**

Your Policy Details summarise the cover you have chosen while this booklet gives full details. Any Endorsements that apply to your policy will either be shown as "Endorsements operative"

in your Policy Details, which will be accompanied by the relevant Endorsement wordings, or included in the "Important policy information" booklet which accompanies your renewal invitation. Endorsements are changes to the standard cover provided by your policy. We recommend you keep the Policy Details and any Endorsements with this booklet.

To help you to understand your Policy some words and expressions are given a specific meaning which applies wherever they appear in **bold type**. The Definition of Terms on pages 6 and 7 sets them out with their meanings.

Finally, please take time to read through the Confirmation of Your Details to ensure we have recorded the information you provided correctly.

You have a right to cancel your policy. Instructions can be found on page 33 if you wish to exercise your right to cancel.

How to Make Changes to Your Policy

It's important that all the details in your policy are accurate and that you are happy with the cover provided, so it makes good sense to check that everything is in order now.

Please contact us if:

- any of the information contained in the Policy Details is incorrect
- you change your name, your address, your home becomes unoccupied or you make alterations to your home such as an extension
- you wish to amend the cover provided by your policy (for example, by adding additional cover options)
- you have any general enquiries.

Call 03457 46 46 46

Lines open Mon to Fri 8am-8pm, Sat 8am-5pm and Sun 9am-4pm.

Calls may be monitored or recorded for security and training purposes.

If you would like to write to us regarding your policy, our correspondence address is:

Co-op Insurance, P.O. Box 67, Mitcheldean, Gloucestershire GL17 0ZA.

How to Make a Claim

We've made the process of claiming as easy and straightforward as possible.

Buildings, Contents or Personal Possessions

If the insured property is lost or damaged or you have an accident causing injury to, or the death of, another person or damage to somebody else's property, you should call the Co-op Insurance claims helpline. You can also register your claim online.

Call 0345 999 8888

Lines open 24 hours a day, 7 days a week

Calls may be monitored or recorded for security and training purposes.

Or register your claim online at

www.co-opinsurance.co.uk/home-insurance

Legal Expenses (managed on our behalf by Co-op Legal Services)

To make a claim under the Legal Expenses Section you should call Co-op Legal Services.

Please note that any legal costs which have not been authorised by us are not covered.

Call 0330 606 9504

Lines open 24 hours a day, 7 days a week

Calls may be monitored or recorded for security and training purposes.

Alternatively, please write to Co-op Legal Services, Aztec 650, Aztec West, Almondsbury, Bristol BS32 4SD.

HomeRescue Plus (service provided by AXA Assistance)

To make a claim under the HomeRescue Plus Section you should call AXA Assistance (UK) Ltd.

Please note that any costs which have not been authorised by AXA Assistance (UK) Ltd are not covered.

Call 0345 607 6472

Lines open 24 hours a day, 7 days a week

Calls may be monitored or recorded for security and training purposes.

How to Make a Claim - continued

Your policy provides cover against unforeseen events and does not insure your property against wear and tear or damage which happens gradually (please refer to the General Exclusions on page 30). Proper and regular maintenance of your property is your responsibility.

How to Obtain Emergency Assistance

HomeRescue (service provided by AXA Assistance)

HomeRescue is a 24-hour emergency helpline when you need immediate help to deal with a domestic emergency.

You will be provided with contact details or put through to an approved repairer from a specially selected network. If you choose to use this service you will be responsible for any repair costs, including call-out charges and the cost of labour, parts, materials and VAT. The approved repairer will confirm any call-out charge and the hourly labour rates. You may be able to claim for some or all of these costs if the damage is covered under your Home insurance policy and you should submit any receipts for consideration with your claim.

Call 0345 607 6472

Lines open 24 hours a day, 7 days a week
Calls may be monitored or recorded for security and training purposes.

How to Obtain Personal Legal Advice

Personal Legal Advice Helpline (managed on our behalf by Co-op Legal Services)

We will give the **Family** confidential legal advice by telephone on any personal legal problem under the laws of the United Kingdom, the Isle of Man or the Channel Islands.

Call 0330 606 9504

Lines open 24 hours a day, 7 days a week
Calls may be monitored or recorded for security and training purposes.



Your Policy

Home Insurance

We (CIS General Insurance Limited) agree with you (the Policyholder named in the Policy Details) that, subject to the General Exclusions, Conditions and Claims Settlement Provisions of this Policy and payment by you of the required premium, we will provide the insurance set out in the Policy Sections and in any Endorsements specified as operative in the Policy Details in respect of events occurring during the Period of Insurance shown in the Policy Details and any further period for which we may accept a renewal premium.

The Policy, the Policy Details and any Endorsements are to be read together as one document.

This Policy is subject to the law applicable to your place of residence (or in the case of a business to the place where the principal office is situated) in the United Kingdom, the Isle of Man or the Channel Islands.

Definition of Terms

Each of the following words and expressions is given a specific meaning which applies wherever it appears in **bold** type in this Policy.

Accidental Damage:

means physical damage that is caused suddenly by an external event and that is unexpected and not deliberate.

Buildings:

means the private dwelling and its domestic garages, greenhouses and outbuildings, landlord's fixtures and fittings, swimming pools, terraces, patios, drives, footpaths, walls, fences, hedges and gates, all at the Address of the Property Insured specified in the Policy Details.

Contents:

means household goods, personal effects and fixtures and fittings (not the landlord's) owned by or the legal responsibility of the **Family** or any domestic employee living with the **Family**, but not

- (a) any item which is used or held for business, trade or professional purposes, other than **Office Equipment**
- (b) property more specifically insured
- (c) bonds, stocks, shares, certificates and documents of any kind, animals, aircraft, boats, jet skis, windsurfers, sailboards, mechanically propelled or power assisted watercraft, mechanically propelled or motorised vehicles (other than domestic gardening equipment and electric or motorised wheelchairs or invalid carriages not designed or intended for journeys by road), caravans, trailers, and their parts and accessories while attached to them
- (d) any part of the **Home**, including ceilings, wallpaper, tiles and the like
- (e) **Money** or **Credit Cards**

all at the Address of the Property Insured specified in the Policy Details.

Credit Card(s):

means any credit card, charge card, debit card, cheque guarantee card or cash dispenser card issued in the United Kingdom, the Isle of Man or the Channel Islands to the **Family**.

Domestic Animals:

means horses, cats, dogs, rabbits, rodents, fish, birds, poultry, pigs, goats and sheep.

Excess:

means the amount you must pay towards any claim. We will not pay more than the Sum Insured in respect of any one event, less the **Excess** specified in the relevant Claim Settlement Provisions. Where any other monetary limit applies besides the Sum Insured we will take the **Excess** off the total value of your claim but we will not pay any more than the limit specified. Please refer to your Policy Details and the Claims Settlement

Provisions under each policy Section for further information, including details on the amount of **Excess** applicable.

Family:

means you or any member of your family permanently living with you.

Fees:

means

- (a) reasonable architects', surveyors', consultants' and legal fees but not fees incurred in preparing any claim
- (b) the cost, incurred with our consent, of debris removal, dismantling, demolition, shoring up or propping
- (c) the additional cost of reinstating the damaged parts of the **Buildings** incurred solely to comply with any statutory requirement or local authority bye-law but not the cost of compliance with any notice served on you before the damage occurred.

Heave:

means upward or sideways movement of the ground beneath the **Buildings** as a result of the ground expanding or swelling.

High Risk Items:

means

- (a) computers, including their components and accessories, but not **Office Equipment**
- (b) televisions, audio and video equipment, DVD equipment, digital receivers and recorders
- (c) photographic equipment
- (d) **Valuables**.

Please refer to your Policy Details for confirmation of the **High Risk** Items limits. A different limit applies to **Office Equipment** – see Contents Section A on page 12.

Home:

means the private dwelling and its domestic garages, greenhouses and outbuildings forming part of the **Buildings**.

Injury:

means bodily injury and includes illness, disease and death.

Landslip:

means sudden downward movement of ground on a slope.

Money:

means current coins, banknotes, postal orders and postage stamps, National Savings stamps and certificates, premium bonds, cheques, travellers cheques, luncheon vouchers, gift vouchers, trading stamps, travel tickets, season tickets and phone cards.

Office Equipment:

means office furniture, computer equipment, facsimile machines, photocopiers, printers, word processing and fixed telecommunications equipment, stationery and business books owned by or the legal responsibility of the **Family** and used in connection with the profession, trade, occupation, business or employment of the **Family**, but not including any business stock or materials held.

Personal Possessions:

means personal items and clothing, normally worn or carried outside the **Home**, including pedal cycles, wheelchairs, invalid carriages and their accessories, sports equipment and mobile phones, but not

- (a) animals, aircraft, boats, jet skis, windsurfers, sailboards, mechanically propelled or power assisted watercraft, sub aqua equipment, mechanically propelled or motorised vehicles (other than electric or motorised wheelchairs or invalid carriages not designed or intended for journeys by road), caravans, trailers, and their parts and accessories
- (b) any item which is used or held for professional, trade or business purposes
- (c) property more specifically insured
- (d) contact lenses
- (e) china, glass, pottery and similar fragile items
- (f) camping equipment
- (g) frozen food which has defrosted
- (h) household goods and satellite receiving equipment.

Pet:

means an animal invited by the **Family** into the **Home** or any animal kept by the **Family** for companionship or pleasure.

Settlement:

means downward movement of the **Buildings** as a result of the ground beneath the **Buildings** being compressed by the weight of the **Buildings**.

Storm:

means a period of violent weather involving

- (a) wind speeds with gusts of at least 55 miles per hour; or
- (b) torrential rainfall at a rate of at least 15mm per hour; or
- (c) snow to a depth of at least 30cm in 24 hours; or
- (d) hail of such intensity that it causes damage to hard surfaces or breaks glass.

Subsidence:

means downward movement of the ground beneath the **Buildings** other than by **Settlement**.

Sum Insured on Buildings:

means the sum specified as such in the Policy Details.

Where 'index-linked' is shown in the Policy Details after the Sum Insured, it will be deemed to be adjusted monthly in accordance with any increase in the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Note: you should ensure that the Sum Insured specified in your Policy Details is sufficient to represent the current cost, including **Fees**, of rebuilding the **Buildings** in their entirety and to the same specification.

Sum Insured on Contents:

means the sum specified as such in the Policy Details.

Where 'index-linked' is shown in the Policy Details after the Sum Insured, it will be deemed to be adjusted monthly in accordance with any increase in the Consumer Durables Section of the Retail Price Index or another suitable index decided by us. It will also be deemed to be increased by 10% during the 30 days before and 30 days after a religious event or festival, wedding, civil ceremony or birthday where the value of the **Contents** is increased due to related gifts or purchases. Note: you should ensure that the Sum Insured specified in your Policy Details is sufficient to represent the current cost of replacing all the **Contents** of the **Home** as new.

Unoccupied:

means insufficiently furnished for full habitation, or not lived in by the **Family**, or any other person with the **Family's** permission, for more than 60 consecutive days.

Valuables:

means jewellery, watches, articles of gold, silver and other precious metal, furs, curios, stamp or coin or medal collections, pictures and other works of art.

Buildings Section

Your Policy Details will show if you have included the Buildings Section in your Policy. You should also read the General Exclusions and Conditions shown on pages 30 and 31 as they apply to all the cover sections you have included in your Policy, including any optional cover sections.

Loss or Damage

What IS insured

A. The Buildings

Loss of or damage to the **Buildings** caused by

1. Fire, explosion, lightning or earthquake.
2. Smoke.
3. Riot, civil commotion, strikes or labour or political disturbances.
4. Malicious acts or vandalism.

5. **Storm** or flood.

6. Escape of water or oil from any fixed water or heating system or fixed domestic appliance or fish tank.

7. Falling trees or branches, telegraph poles or lampposts.

8. Theft or attempted theft.

9. Impact by aircraft, aerial devices, trains, road vehicles or animals.
10. Breakage of aerials or satellite aerials, their fittings or masts.
11. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.

12. Freezing of any fixed water or heating system or fixed domestic appliance.

What IS NOT insured

A. The Buildings

- 1.
2. Loss or damage arising from anything that happens gradually.
- 3.

4. Loss or damage
 - (a) caused by anyone lawfully on the premises at the Address of the Property Insured specified in the Policy Details
 - (b) occurring while the **Buildings** are **Unoccupied**.
5. Loss or damage
 - (a) caused by frost
 - (b) to fences, hedges and gates
 - (c) caused by a gradual rise in the groundwater level
 - (d) caused by wear and tear or anything that happens gradually.
6. Loss or damage
 - (a) occurring while the **Buildings** are **Unoccupied**
 - (b) caused by or arising from **Subsidence**, **Heave** or **Landslip** that results from the escaping water.
7.
 - (a) Loss of or damage to fences, hedges and gates caused by a tree being cut down or lopped.
 - (b) The cost of removing fallen trees if the **Buildings** are undamaged.
8. Loss or damage
 - (a) caused by you or your spouse or anyone normally living with you
 - (b) occurring while the **Buildings** are **Unoccupied**.
- 9.
- 10.
11.
 - (a) Loss or damage caused by or arising from
 - (i) coastal or river erosion
 - (ii) **Settlement** or by shrinkage or expansion of parts of the **Buildings**
 - (iii) movement of infill
 - (iv) faulty workmanship, defective design or the use of defective materials or occurring while the **Buildings** are undergoing demolition or structural alterations or repairs
 - (v) the action or reaction of chemicals with any of the materials used in the construction of the **Buildings**.
 - (b) Loss of, or damage to, solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship.
 - (c) Loss of or damage to swimming pools, terraces, patios, drives, footpaths, walls, fences, hedges and gates, unless the private dwelling or its garages, greenhouses or outbuildings are damaged at the same time and by the same cause.
12. Loss or damage occurring while the **Buildings** are **Unoccupied**.

We will not pay more than the **Sum Insured on Buildings** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section.

Loss or Damage

What IS insured

B. Service Pipes, Drains and Cables

Accidental Damage to underground pipes, drains and cables (including their inspection covers) serving the **Buildings** provided that you are legally responsible for repairing the damage.

We will not pay more than the **Sum Insured on Buildings** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section.

C. Fixed Glass and Sanitary Fittings

Accidental breakage of glass, sanitary fittings, ceramic in hobs and solar panels fixed to and forming part of the **Buildings**.

We will not pay more than the **Sum Insured on Buildings** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section.

D. Rent and Alternative Accommodation

If the **Buildings** are made uninhabitable by any of the events insured under this Section

1. loss of rent, including up to two years' ground rent
2. the reasonable additional cost of comparable alternative accommodation

incurred by you during the period necessary for the repair or reinstatement of the **Buildings**.

We will not pay more than £50,000 in respect of any one event.

E. Tracing and Accessing Leaks

The reasonable cost of removing and replacing any part of the **Buildings** to find the source of a water or oil leak

1. if the **Buildings** are damaged due to water or oil escaping from any fixed water or heating system inside the **Home**; or
2. as a result of **Accidental Damage** to underground pipes or drains serving the **Buildings** and for which you are legally responsible.

We will take the **Excess** specified in the Claims Settlement Provisions of this Section off the total value of your claim but we will not pay more than £5,000 in respect of any one event.

F. Emergency Access

Damage to the **Buildings** or to lawns, plants, trees or shrubs within the boundaries of the land belonging to the **Home** caused by the fire brigade, police or ambulance service while entering the **Home** to deal with an emergency.

We will take the **Excess** specified in the Claims Settlement Provisions of this Section off the total value of your claim but we will not pay more than £1,000 in respect of any one event.

What IS NOT insured

B. Service Pipes, Drains and Cables

- (a) The cost of clearing blockages from pipes and drains if there is no damage to the pipe or drain itself.
- (b) Damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) faulty workmanship, defective design or the use of defective materials.
- (c) Depreciation (including diminution in value as a consequence of repair).
- (d) The cost of maintenance or routine redecoration.

C. Fixed Glass and Sanitary Fittings

Breakage occurring while the **Buildings** are **Unoccupied**.

D. Rent and Alternative Accommodation

Loss of rent or alternative accommodation.

E. Tracing and Accessing Leaks

Loss or damage

- (a) to the fixed water or heating system itself
- (b) occurring while the **Buildings** are **Unoccupied**
- (c) caused by or arising from **Subsidence, Heave or Landslip** that results from the escaping water.

F. Emergency Access

Damage to the **Buildings**.

Buildings Section - continued

Accidental Damage This section is an optional extension to the Buildings Section. Your Policy Details will show if you have included this section in addition to the Buildings Section in your Policy.

What IS insured

Accidental Damage to the **Buildings**.

We will not pay more than the **Sum Insured on Buildings** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section.

Property Owner's Liability

What IS insured

1. Legal liability for damages and claimants' costs and expenses incurred by you
 - (a) as owner (but not as occupier) of the **Buildings**
 - (b) under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any private dwelling previously owned by you and, at the time of its disposal, occupied by you for your own private residential purposes in respect of accidents resulting in **Injury** to any person or loss of or damage to property. The insurance under (ii) will continue to operate for a period of seven years after the cancellation or expiry of this Policy provided that the liability is not covered by any other policy.We will not pay more than £2,000,000 in respect of all events arising from any one cause.
2. The **Family's** legal costs in connection with defending such a claim as long as we have agreed to these in writing beforehand.

What IS NOT insured

- (a) Damage specifically included in or excluded from the Loss or Damage subsection of this Section.
- (b) Mechanical, electrical, electronic or computer failure or breakdown.
- (c) Damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) chewing, scratching, tearing or fouling by any **Pet**
 - (iii) vermin, insects, wet or dry rot, or fungus
 - (iv) faulty workmanship, defective design or the use of defective materials
 - (v) the demolition of or any structural alteration or repair to the **Buildings**.
- (d) Depreciation (including diminution in value as a consequence of repair).
- (e) Damage occurring while
 - (i) the **Buildings** (or any part) are lent or let
 - (ii) the **Buildings** are **Unoccupied**.
- (f) The cost of maintenance or routine redecoration.

What IS NOT insured

- (a) **Injury to the Family** or a person in the employment of the **Family**.
- (b) Loss of or damage to property owned by or in the care of the **Family** or a person in the employment of the **Family**.
- (c) **Injury**, loss or damage caused by or arising from
 - (i) the profession, trade, occupation, business or employment of the **Family**
 - (ii) the use of lifts (other than chair lifts inside the private dwelling forming part of the **Buildings**) or mechanically propelled or motorised vehicles (other than domestic gardening equipment and electric or motorised wheelchairs or invalid carriages not designed or intended for journeys by road).
- (d) Liability arising from a contract or agreement unless the liability would have existed without that contract or agreement.

Claims Settlement Provisions You should read these provisions together with the General Exclusions and Conditions on pages 30 and 31.

Loss or Damage and Accidental Damage (if you have included the optional Accidental Damage Section)

A. 1. If we are able to offer repair or replacement through a supplier approved by us but we agree to make a cash settlement, or for you to use your own supplier, then any payment will not exceed the amount we would have paid our approved supplier.

Subject to the above, we will settle a claim for loss of or damage to property by payment or, at our option, by repair or replacement on the following basis, subject to any relevant monetary limit specified in this Section.

(a) If repair or replacement is carried out, the cost, including **Fees**, necessarily incurred in repairing or replacing that part of the property which is lost or damaged. No deduction will be made for any depreciation and wear and tear unless at the time of the loss or damage

(i) that part of the property which is the subject of the claim is not in a good state of repair or

(ii) the **Sum Insured on Buildings** is less than the cost, including **Fees**, of rebuilding the **Buildings** in their entirety.

(b) If repair or replacement is not carried out

(i) what it would cost to settle the claim in the terms of (a) above but with a deduction for any depreciation and wear and tear or, at our option,

(ii) the difference between the value of the **Buildings** before the loss or damage and their value after the loss or damage.

2. We will settle other claims by payment of the costs incurred, subject to any relevant monetary limit specified in this Section.

B. 1.(a) An **Excess** of £1,000 will apply to each claim for loss or damage caused by **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.

(b) The **Excess** shown in the Buildings Section of the Policy Details will apply to each other claim wherever an **Excess** is indicated in this Section.

2. We will not pay more than the **Sum Insured on Buildings** in respect of any one event, less the **Excess** specified in this Section. Where any other monetary limit applies besides the **Sum Insured on Buildings** we will take the **Excess** off the total value of your claim but we will not pay any more than the limit specified.

3. If a claim is made under more than one subsection of this Section for loss or damage caused at the same time by the same event, only one **Excess** will apply.

C. For the purpose of any claim settlement, repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.

D. We will not pay for the replacement of, or work on any undamaged items or remaining parts, solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.

E. We will not make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.

Property Owner's Liability

We will settle a claim for damages by payment on the basis of the liability incurred, subject to any relevant monetary limit specified in this Section. We will not make a payment under more than one Section or subsection of this Policy in respect of all liabilities arising from any one cause.

If you sell your home

If you agree to sell your **Home**, the buyer will have the benefit of the cover for the **Buildings** under this Section from the date you exchange contracts until the date you complete the sale provided

1. the buyer completes the sale; and
2. the buyer does not have cover for the **Buildings** under any other policy.

Contents Section

Your Policy Details will show if you have included the Contents Section in your Policy. You should also read the General Exclusions and Conditions shown on pages 30 and 31 as they apply to all the cover sections you have included in your Policy, including any optional cover sections.

Loss or Damage

What IS insured

A. Contents in the Home

Loss of or damage to the **Contents** in the **Home** caused by

1. Fire, explosion, lightning or earthquake.
2. Smoke.
3. Riot, civil commotion, strikes or labour or political disturbances.
4. Malicious acts or vandalism.
5. **Storm** or flood.
6. Escape of water or oil from any fixed water or heating system or fixed domestic appliance or fish tank.
7. Falling trees, branches, telegraph poles or lampposts.
8. Theft or attempted theft.
9. Impact with the **Home** by aircraft, aerial devices, trains, road vehicles or animals.
10. Breakage of aerials or satellite aerials, their fittings or masts.
11. **Subsidence** or **Heave** of the site on which the **Home** stands, or **Landslip**.

We will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section, subject to the following monetary limits

- (a) £5,000 in total for loss of or damage to **Office Equipment**
- (b) the limits shown in the Policy Details for loss of or damage to **High Risk Items**
- (c) £2,000 in total for loss of or damage to **Contents** caused by theft or attempted theft from domestic garages, greenhouses and outbuildings.

What IS NOT insured

A. Contents in the Home

Loss of or damage to property excluded from the definition of **Contents**.

- 1.
2. Loss or damage caused by anything that happens gradually.
- 3.
4. Loss or damage
 - (a) caused by anyone lawfully on the premises at the Address of the Property Insured specified in the Policy Details
 - (b) occurring while the **Home** is **Unoccupied**.
5. Loss or damage caused by wear and tear or anything that happens gradually.
6. (a) Loss of or damage to the fixed water or heating system resulting from such escape of water or oil.
 - (b) Loss or damage
 - (i) occurring while the **Home** is **Unoccupied**
 - (ii) caused by or arising from **Subsidence**, **Heave** or **Landslip** that results from the escaping water.
- 7.
8. Loss or damage
 - (a) caused by you or your spouse or anyone normally living with you
 - (b) while the **Home** (or any part of it) is lent or let or is used for the accommodation of paying guests or if it is a flat which is not self-contained, unless such loss or damage involves entry to or exit from the **Home** by violent and forcible means
 - (c) occurring while the **Home** is **Unoccupied**
 - (d) arising from deception unless deception is used only as a way of entering the **Home**.
- 9.
- 10.
11. (a) Loss or damage caused by or arising from
 - (i) coastal or river erosion
 - (ii) **Settlement** or by shrinkage or expansion of parts of the **Home**
 - (iii) movement of infill
 - (iv) faulty workmanship, defective design or the use of defective materials or occurring while the **Home** is undergoing demolition or structural alterations or repairs
 - (v) the action or reaction of chemicals with any of the materials used in the construction of the **Home**.
- (b) Loss of, or damage to, solid floors caused by infill materials settling, swelling or shrinking, or by faulty or unsuitable materials or poor workmanship.

Loss or Damage

What IS insured

B. Audio, Video and Computer Equipment

Accidental Damage to televisions, audio and video equipment, DVD equipment, digital receivers and recorders, computers including components and accessories owned by or the legal responsibility of the **Family** if the damage occurs in the **Home** or in any other occupied private dwelling to which the equipment is temporarily removed.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay in respect of any one event more than

- (a) £5,000 in total for loss of or damage to computer equipment used or held in connection with the profession, trade, occupation, business or employment of the **Family**
- (b) the monetary limits shown in the Policy Details for loss of or damage to **High Risk Items**.

C. Mirrors and Fixed Glass in Furniture

Accidental breakage in the **Home** of mirrors, glass tops to and fixed glass in furniture and fish tanks, and ceramic in hobs.

We will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section.

D. Food in the Freezer

Loss of or damage to frozen food in any domestic deep freezer or fridge/freezer in the **Home** caused by failure of the appliance or failure of the power supply.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than £1,000 in respect of any one event.

E. Personal Money

1. Loss from the **Home** of **Money** belonging to the **Family**.
2. All sums which the **Family** becomes liable to pay to the issuing organisation as a result of the fraudulent use by any unauthorised person (not being the **Family**) of any **Credit Card** following its theft from the **Home**.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than £500 in respect of any one event involving loss of **Money** and £500 in respect of any one event involving the unauthorised use of a **Credit Card**.

What IS NOT insured

B. Audio, Video and Computer Equipment

- (a) Mechanical, electrical, electronic or computer failure or breakdown.
- (b) Damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) chewing, scratching, tearing or fouling by any **Pet**
 - (iii) vermin, insects or fungus
 - (iv) any process of adjusting, altering, cleaning, dyeing, renovating, repairing or restoring
 - (v) delay, confiscation or detention by Customs or other officials.
- (c) Depreciation (including diminution in value as a consequence of repair).
- (d) Damage to
 - (i) laptops or any other item designed to be portable (other than a portable television or remote control unit)
 - (ii) records, discs, cassettes, tapes or styli.
- (e) Damage occurring while the **Home** is **Unoccupied**.
- (f) Any item which is used or held for business, trade or professional purposes, other than computer equipment used in connection with the profession, trade, occupation or employment of the **Family**.

C. Mirrors and Fixed Glass in Furniture

Breakage occurring while the **Home** is **Unoccupied**.

D. Food in the Freezer

Loss or damage

- (a) caused by the deliberate act of the electricity supplier or its employees
- (b) occurring while the **Home** is **Unoccupied**.

E. Personal Money

- (a) Depreciation in value or shortages due to errors or omissions in receipts, payments or accountancy.
- (b) Loss not reported to the police within 24 hours of its discovery by the **Family**.
- (c) Loss caused by delay, confiscation or detention by Customs or other officials.
- (d) Payment of any amount under 2. unless the holder of the **Credit Card** has complied with all the terms and conditions under which it was issued.
- (e) **Money** and **Credit Cards** kept or used for business purposes.
- (f) Loss from domestic garages, greenhouses and outbuildings.
- (g) Loss caused by theft unless such loss involves entry to or exit from the **Home** by violent and forcible means.

Contents Section - continued

Loss or Damage

What IS insured

F. Replacement Locks

The cost necessarily incurred in replacing and installing locks to the external doors of your **Home** if the keys to the locks are lost or stolen. We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than £500 in respect of any one event.

G. Contents in the Garden

Loss of or damage to the **Contents** occurring outside the **Home** within the boundaries of the land belonging to the **Home** caused by any of the events insured under A. Contents in the Home.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than £500 in respect of any one event.

H. Contents away from the Home

Loss of or damage to the **Contents** caused by any of the events insured under A. Contents in the Home and occurring while the **Contents** are temporarily

1. removed from the **Home** into a bank, safe deposit, occupied private dwelling or any building where the **Family** is living, employed or carrying on business
2. removed to anywhere else outside the boundaries of the land belonging to the **Home**.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than 20% of the **Sum Insured on Contents** in respect of any one event, subject to the following monetary limits

- (a) £5,000 in respect of **Contents** removed to any building where the **Family** is living while in full-time education
- (b) £5,000 in total for loss of or damage to **Office Equipment**
- (c) the limits shown in the Policy Details for loss of or damage to **High Risk Items**.

I. Household Removal

1. Loss of or damage to the **Contents** whilst they are being moved by professional removal contractors between any two of the following places:
the **Home**; a furniture depository in which the **Contents** are stored pending removal to your new permanent residence; your new permanent residence.

What IS NOT insured

F. Replacement Locks

G. Contents in the Garden

- (a) Loss of or damage to
 - (i) property excluded from the definition of **Contents**
 - (ii) **High Risk Items**, plants, trees or shrubs.
- (b) Loss of or damage
 - (i) excluded from A. Contents in the Home
 - (ii) occurring while the **Home** is **Unoccupied**.

H. Contents away from the Home

Loss of or damage to property excluded from the definition of **Contents** and loss or damage excluded from A. Contents in the Home.

2. (a) Loss of or damage caused by
 - (i) theft or attempted theft unless involving entry to or exit from a building by violent and forcible means
 - (ii) malicious acts or vandalism.
- (b) Loss of or damage to
 - (i) property not in a building or caravan if caused by **Storm** or flood
 - (ii) property in a furniture depository.

I. Household Removal

Loss of or damage to property excluded from the definition of **Contents**.

1. (a) Mechanical, electrical, electronic or computer failure or breakdown.
- (b) Loss or damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) chewing, scratching, tearing or fouling by any **Pet**
 - (iii) vermin, insects or fungus
 - (iv) any process of adjusting, altering, cleaning, dyeing, renovating, repairing or restoring
 - (v) delay, confiscation or detention by Customs or other officials.

Loss or Damage

What IS insured

I. Household Removal - continued

2. Loss of or damage to the **Contents** whilst stored in a furniture depository for no more than seven days pending removal to your new permanent residence caused by any of the events insured under A. Contents in the Home.

We will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section, subject to the following monetary limits

- (a) £5,000 in total for loss of or damage to **Office Equipment**
- (b) the limits shown in the Policy Details for loss of or damage to **High Risk Items**.

J. Oil or Metered Water

Loss of central heating oil or metered water caused by **Accidental Damage** to the heating or water system serving the **Home** provided that you are legally responsible for paying the cost of the oil or water.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than £1,000 in respect of any one event.

K. Title Deeds and Securities

The cost necessarily incurred in preparing

- 1. title deeds relating to your **Home**
- 2. securities for money (financial certificates such as bonds, stocks and shares)

lost or damaged by any of the events insured under A. Contents in the Home, if such loss or damage occurs in the **Home** or while the title deeds or securities are deposited with your solicitor, bank or mortgage lender for safe keeping.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than £500 in respect of any one event.

L. Rent and Alternative Accommodation

If the **Home** is made uninhabitable by any of the events insured under this Section

- 1. rent which continues to be payable by you
- 2. the reasonable additional cost of comparable alternative accommodation incurred by you during the period necessary for the repair or reinstatement of the **Home**.

We will not pay more than 20% of the **Sum Insured on Contents** in respect of any one event.

What IS NOT insured

I. Household Removal - continued

- (c) Depreciation (including diminution in value as a consequence of repair).
 - (d) Loss of or damage to **Valuables**, clothing, contact lenses, spectacles, records, discs, cassettes, tapes or styli.
 - (e) Cracking, scratching or breakage of china, glass, earthenware or other articles of a brittle nature unless packed for removal by professional packers.
 - (f) Deterioration of food.
2. (a) Loss or damage excluded from A. Contents in the Home.
- (b) Loss or damage caused by theft or attempted theft unless involving entry to or exit from a furniture depository by violent and forcible means.

J. Oil or Metered Water

- (a) Mechanical, electrical, electronic or computer failure or breakdown.
- (b) Loss or damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) faulty workmanship, defective design or the use of defective materials.

K. Title Deeds and Securities

Loss or damage excluded from A. Contents in the Home.

L. Rent and Alternative Accommodation

Contents Section - continued

Loss or Damage

What IS insured

M. Tenant's Liability

If you are a tenant of the **Home** and not the owner or leaseholder

1. (i) damage to the **Home** caused by malicious acts, vandalism, **Storm**, flood, escape of water or oil, theft or attempted theft or falling aerials, satellite aerials, their fittings or masts
- (ii) **Accidental Damage** to underground pipes, drains and cables (including their inspection covers) serving the **Home**
if you are responsible for that damage under the tenancy agreement.
2. (i) accidental breakage of glass, sanitary fittings, ceramic in hobs and solar panels fixed to and forming part of the **Home**
- (ii) loss or damage in the **Home** to interior decorations and landlord's fixtures and fittings that are not otherwise insured, if caused by any of the events insured under A. Contents in the Home
whether or not you are responsible for that breakage or damage under the tenancy agreement.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than 20% of the **Sum Insured on Contents** in respect of any one event.

N. Fatal Injury in the Home

If you or your spouse suffer **Injury** in the **Home** caused by fire, thieves or impact with the **Home** by aircraft, aerial devices, trains, road vehicles or animals, we will pay £5,000 if within 12 months that **Injury** alone causes death.

O. Visitors' Personal Possessions

Loss of or damage to visitors' **Personal Possessions** in the **Home**, caused by any of the events insured under A. Contents in the Home.

We will take the **Excess** specified in the Claim Settlement Provisions of this Section off the total value of your claim but we will not pay more than £500 for each visitor, in respect of any one event.

What IS NOT insured

M. Tenant's Liability

1. (a) Damage caused by anyone lawfully on the premises.
- (b) Damage occurring while the **Home** is **Unoccupied**.
- (c) The cost of clearing blockages from pipes and drains if there is no damage to the pipe or drain itself.
- (d) Damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) faulty workmanship, defective design or the use of defective materials.
- (e) Depreciation (including diminution in value as a consequence of repair).
- (f) The cost of maintenance or routine redecoration.
2. (a) Loss or damage excluded from A. Contents in the Home.
- (b) Breakage or damage occurring while the **Home** is **Unoccupied**.

N. Fatal Injury in the Home

O. Visitors' Personal Possessions

Loss of or damage to property excluded from the definition of **Personal Possessions** and loss or damage excluded from A. Contents in the Home.

Loss or Damage

What IS insured

P. Plants in the Garden

Loss of or damage to lawns, plants, trees, hedges or shrubs which happens outside the **Home** within the boundaries of the land belonging to the **Home** caused by any of the events insured under A. Contents in the Home, but not loss or damage caused by smoke, storm or flood.

We will take the **Excess** specified in the Claims Settlement Provisions of this Section off the total value of your claim but we will not pay more than £500 in respect of any one event.

What IS NOT insured

P. Plants in the Garden

Loss or damage

- (a) which is specifically excluded under A. Contents in the Home
- (b) occurring while the **Home** is **Unoccupied**
- (c) caused by or arising from **Subsidence** or **Heave** of the site on which the **Home** stands, or **Landslip**, unless the **Home** is damaged at the same time and by the same cause
- (d) caused by frost, weight of snow or a gradual rise in the water table
- (e) caused by bonfires
- (f) caused by **Domestic Animals**, birds or any **Pet**.

Accidental Damage This section is an optional extension to the Contents Section. Your Policy Details will show if you have included this section in addition to the Contents Section in your Policy.

What IS insured

Accidental Damage to the **Contents** in the **Home**.

We will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess** specified in the Claims Settlement Provisions of this Section, subject to the following monetary limits

- (a) £5,000 in total for loss of or damage to **Office Equipment**
- (b) the limits shown in the Policy Details for loss of or damage to **High Risk Items**.

What IS NOT insured

- (a) Damage specifically included in or excluded from the Loss or Damage subsection of this Section.
- (b) Mechanical, electrical, electronic or computer failure or breakdown.
- (c) Damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) chewing, scratching, tearing or fouling by any **Pet**
 - (iii) vermin, insects or fungus
 - (iv) any process of adjusting, altering, cleaning, dyeing, renovating, repairing or restoring
 - (v) delay, confiscation or detention by Customs or other officials.
- (d) Depreciation (including diminution in value as a consequence of repair).
- (e) Damage to
 - (i) property excluded from the definition of **Contents**
 - (ii) clothing, contact lenses, spectacles, records, discs, cassettes, tapes or styli.
- (f) Damage occurring while
 - (i) the **Home** (or any part) is lent or let
 - (ii) the **Home** is **Unoccupied**.
- (g) Deterioration of food.

Contents Section - continued

Personal and Occupier's Liability

What IS insured

A. Personal and Occupier's Liability

1. Legal liability for damages and claimants' costs and expenses incurred by the **Family** in respect of accidents resulting in **Injury** to any person or loss of or damage to property.
We will not pay more than £2,000,000 in respect of all events arising from any one cause.
2. The **Family**'s legal costs in connection with defending such a claim as long as we have agreed to these in writing beforehand.

B. Irrecoverable Court Awards

All sums which are awarded to the **Family** by a court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands and which are unpaid three months after the date of the award.

We will not pay more than £1,000,000 in respect of all awards arising from any one event.

What IS NOT insured

A. Personal and Occupier's Liability

- (a) **Injury** to the **Family**.
- (b) Loss of or damage to property owned by or in the care of the **Family**.
- (c) **Injury**, loss or damage caused by or arising from
 - (i) the ownership or occupation of any land or building other than the occupation of the premises at the Address of the Property Insured specified in the Policy Details
 - (ii) the profession, trade, occupation, business or employment of the **Family**
 - (iii) animals (other than **Domestic Animals** that are not more specifically insured elsewhere), the use of lifts (other than chair lifts in the **Home**), caravans, aircraft, model aircraft, drones made for leisure or commercial use, boats, jet skis, windsurfers, sailboards, mechanically propelled or power assisted watercraft, mechanically propelled or motorised vehicles (other than domestic gardening equipment and electric or motorised wheelchairs or invalid carriages not designed or intended for journeys by road) or horses used for hunting, racing or steeple-chasing, unless the **Injury**, loss or damage is sustained by a person in the employment of the **Family** and arises out of the course of that employment
 - (iv) dangerous dogs as described in the Dangerous Dogs Act 1991 (or any Orders made under it) or the Dangerous Dogs (Northern Ireland) Order 1991 (as amended, varied or replaced by any subsequent legislation), whether or not a Certificate of Exemption has been granted.
- (d) Liability arising from a contract or agreement unless the liability would have existed without that contract or agreement.
- (e) Liability which is required to be insured under the compulsory motor insurance provisions of the Road Traffic Acts.
- (f) Liability arising from the **Family** passing on any illness, disease or virus.

B. Irrecoverable Court Awards

An award

- (a) against which an appeal is pending, or
- (b) in respect of which there would be no entitlement to payment under A. Personal and Occupier's Liability had the award been made not to but against the **Family**.

Claims Settlement Provisions You should read these provisions together with the General Exclusions and Conditions on pages 30 and 31.

Loss or Damage and Accidental Damage (if you have included the optional Accidental Damage Section)

- A.** 1. We will settle a claim for loss of or damage to property by payment or, at our option, by repair or replacement on the basis of the cost of repair or of replacement as new if an article is totally lost or destroyed, subject to any relevant monetary limit specified in this Section. If we are able to offer repair or replacement through a supplier approved by us but we agree to make a cash settlement, or for you to use your own supplier, then any payment will not exceed the amount we would have paid our approved supplier. An allowance for any depreciation and wear and tear will be made only
- (a) in respect of clothing and household linen
 - (b) if at the time of the loss or damage the **Sum Insured on Contents** is less than the cost of replacing all the **Contents of the Home** as new without deduction for depreciation and wear and tear, except for clothing and household linen.
2. We will settle other claims by payment of the costs incurred or by payment of the relevant amounts specified, subject to any relevant monetary limit specified in this Section.
- B.** 1. The **Excess** shown in the Contents Section of the Policy Details will apply to each claim wherever an **Excess** is indicated in this Section.
2. We will not pay more than the **Sum Insured on Contents** in respect of any one event, less the **Excess** specified in this Section. Where any other monetary limit applies besides the **Sum Insured on Contents** we will take the **Excess** off the total value of your claim but we will not pay any more than the limit specified.
3. If a claim is made under more than one subsection of this Section for loss or damage caused at the same time by the same event, only one **Excess** will apply.
- C.** Films, photographs, tapes, cassettes, records, discs and the like are insured up to their value as unused material or, where purchased pre-recorded, for an amount not exceeding the maker's latest list price.
- D.** For the purpose of any claim settlement, repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the property may not be precisely restored.
- E.** We will not pay for the replacement of or work on
- (a) any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design
 - (b) an undamaged carpet or floor covering not in the room or area in which the damage occurred, solely because the undamaged carpet or floor covering matches the damaged carpet or floor covering in colour, pattern or design.
- F.** We will not make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.

Personal and Occupier's Liability

We will settle a claim for damages by payment on the basis of the liability incurred or award made, subject to any relevant monetary limit specified in this Section. We will not make a payment under more than one Section or subsection of this Policy in respect of all liabilities arising from any one cause.

Personal Possessions Section

Your Policy Details will show if you have included the Personal Possessions Section and whether you have added Unspecified Personal Possessions, Specified Personal Possessions or both to your Policy. You should also read the General Exclusions and Conditions shown on pages 30 and 31 as they apply to all the cover sections you have included in your Policy, including any optional cover sections.

Unspecified Personal Possessions

Your Policy Details will show if you have included this section.

What IS insured

1. Loss of or damage to Unspecified **Personal Possessions** owned by or the legal responsibility of the **Family**.
2. Loss of **Money** belonging to the **Family** and not kept or used for business purposes.
3. All sums which the **Family** becomes liable to pay to the issuing organisation as a result of the fraudulent use by any unauthorised person (not being the **Family**) of any **Credit Card**.

We will not pay in respect of any one event more than the Total Sum Insured on Unspecified **Personal Possessions** shown in the Policy Details, less the **Excess** specified in the Claims Settlement Provisions of this Section, subject to the following monetary limits

- (a) £2,000 for any one article, pair, set or collection
- (b) £1,000 for any one pedal cycle, wheelchair, invalid carriage and its accessories
- (c) £1,000 for sports equipment
- (d) £250 for loss of or damage to mobile phones including prepaid credits, plus up to £25 for calls made on mobile phones from the time they are lost or stolen up to the time the airtime supplier is notified
- (e) £500 for loss of **Money**
- (f) £500 for the fraudulent use of any **Credit Cards**.

What IS NOT insured

- (a) Mechanical, electrical, electronic or computer failure or breakdown.
- (b) Loss or damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) chewing, scratching, tearing or fouling by any **Pet**
 - (iii) vermin, insects or fungus
 - (iv) any process of adjusting, altering, cleaning, dyeing, renovating, repairing or restoring
 - (v) delay, confiscation or detention by Customs or other officials.
- (c) Depreciation (including diminution in value as a consequence of repair).
- (d) Loss of or damage to
 - (i) property insured under the Specified Personal Possessions subsection of this Section
 - (ii) films, slides, audio or video records, discs, cassettes, tapes or styli.
- (e) Loss or damage from use for professional, trade or business purposes.
- (f) Loss or damage as a result of theft from an unattended motor vehicle unless the property was concealed in a boot, luggage compartment or glove box and all doors and the boot or hatchback were locked and all windows closed.
- (g) Loss or damage as a result of theft by deception unless deception is used only as a way of entering the **Home**.
- (h) Loss or damage occurring in the **Home** while it is **Unoccupied**.
- (i) Loss of or damage to any pedal cycle or its accessories while used for racing.
- (j) Loss of any pedal cycle left in a public place unless it is locked to a fixed point.
- (k) Theft of pedal cycle, wheelchair or invalid carriage accessories unless the pedal cycle, wheelchair or invalid carriage is stolen at the same time.
- (l) Damage to tyres or inner tubes of pedal cycles or wheelchairs by punctures, cuts or bursts.
- (m) Loss of or damage to any item not included in the definition of **Personal Possessions**.
- (n) Breakage of rackets and their strings, cricket bats, hockey and lacrosse sticks.
- (o) Breakage of strings, reeds or drum skins or denting, scratching or bruising of musical instruments.
- (p) Loss of or damage to mobile phones purchased or owned by the **Family's** employer.
- (q) Loss of **Money** caused by the obtaining of your personal details to
 - (i) access your bank account or savings
 - (ii) incur debts in your name
 - (iii) dispose of your assets.
- (r) Loss of **Money** due to depreciation in value or shortages due to errors or omissions in receipts, payments or accountancy.
- (s) Loss of **Money** or the fraudulent use of **Credit Cards** not reported to the police within 24 hours of its discovery by the **Family**.
- (t) All sums which the **Family** becomes liable to pay to the issuing organisation as a result of the fraudulent use of any **Credit Card** if the original card is
 - (i) lost in the post
 - (ii) still in the **Family's** possession.
- (u) Payment of any amount for the fraudulent use of any **Credit Card** unless the holder has complied with all the terms and conditions under which it was issued.

Specified Personal Possessions Your Policy Details will show if you have included this section.

What IS insured

Loss of or damage to Specified Personal Possessions shown in the Policy Details, owned by or the legal responsibility of the **Family**.

We will not pay in respect of each item, in respect of any one event, more than the Sum Insured specified against each item shown in the Policy Details, less the **Excess** specified in the Claims Settlement Provisions of this Section.

What IS NOT insured

- (a) Mechanical, electrical, electronic or computer failure or breakdown.
- (b) Loss or damage caused by
 - (i) depreciation, wear and tear, atmospheric, climatic or weather conditions, or anything that happens gradually
 - (ii) chewing, scratching, tearing or fouling by any **Pet**
 - (iii) vermin, insects or fungus
 - (iv) any process of adjusting, altering, cleaning, dyeing, renovating, repairing or restoring
 - (v) delay, confiscation or detention by Customs or other officials.
- (c) Depreciation (including diminution in value as a consequence of repair).
- (d) Loss of or damage to films, slides, audio or video records, discs, cassettes, tapes or styli.
- (e) Breakage of strings, reeds or drum skins or denting, scratching or bruising of musical instruments.
- (f) Loss or damage as a result of theft from an unattended motor vehicle unless the property was concealed in a boot, luggage compartment or glove box and all doors and the boot or hatchback were locked and all windows closed.
- (g) Loss or damage as a result of theft by deception unless deception is used only as a way of entering the **Home**.
- (h) Loss or damage occurring in the **Home** while it is **Unoccupied**.

Foreign Use

The insurance provided under this Section operates for up to 60 days in any one Period of Insurance in which the property insured, whilst in the care of the **Family**, is outside the Geographical Limits specified in the General Exclusions of this Policy.

Claims Settlement Provisions You should read these provisions together with the General Exclusions and Conditions on pages 30 and 31.

- A.** We will settle a claim by payment, or at our option, by repair or replacement on the basis of the cost of repair or of replacement as new if an article is totally lost or destroyed, except for clothing where an allowance will be made for any depreciation and wear and tear, subject to any relevant monetary limit specified in this Section. If we are able to offer repair or replacement through a supplier approved by us but we agree to make a cash settlement, or for you to use your own supplier, then any payment will not exceed the amount we would have paid our approved supplier.
- B.** For each item of Specified Personal Possessions with a Sum Insured of more than £2,000, you must provide proof of the item's value.
- C.**
 - 1. An **Excess** of £50 will apply to each claim.
 - 2. We will not pay more than the Sum Insured in respect of any one event, less the **Excess** specified in this Section. Where any other monetary limit applies besides the Sum Insured we will take the **Excess** off the total value of your claim but we will not pay any more than the limit specified.
- 3. If a claim is made under more than one subsection of this Section for loss or damage caused at the same time by the same event, only one **Excess** will apply.
- D.** Films, photographs, tapes, cassettes, records, discs and the like are insured up to their value as unused material or, where purchased pre-recorded, for an amount not exceeding the maker's latest list price.
- E.** For the purpose of any claim settlement, repair or replacement as near as is reasonably practicable will be sufficient even though the former appearance or condition of the article may not be precisely restored.
- F.** We will not pay for the replacement of or work on any undamaged items or remaining parts solely because they form part of a set, suite, group or collection of articles of a similar nature, colour, pattern or design.
- G.** We will not make a payment under more than one Section or subsection of this Policy in respect of loss of or damage to the same property caused by the same event.

Legal Expenses Section

The Legal Expenses Section is included as standard in Your policy. In addition to reading this Legal Expenses Section You should also read the General Exclusions and Conditions shown on pages 30 and 31 as they apply to all the cover sections You have included in Your Policy, including any optional cover sections.

Definitions

The following definitions apply only to the Legal Expenses Section. For the purposes of this Section, the definition of “Home” replaces the equivalent definition on page 6 of Your policy.

Where the following words and expressions appear in **bold** type in the Legal Expenses Section they will have the following meanings:

Disbursements:

Money spent by the **Legal Representative** on **Your** behalf to manage **Your** claim. This could include, for example, expert report fees and barrister fees but this doesn't include **Your Legal Representative's** own fees.

Fraudulent:

Deliberately deceitful, dishonest, or untrue.

Fundamentally Dishonest:

Dishonesty that goes to the whole or a substantial part of the claim.

Geographical Limits:

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

Home:

Your main private residence and its domestic garages, greenhouses and outbuildings. For the purposes of the Legal Expenses Section, this also includes the land and boundaries belonging to **Your Home**.

Insured Event:

An event, or the first event in a series of events, for which **We** provide cover under the Legal Expenses Section. **We** will treat all causes of action, incidents or events related by cause or time as one **Insured Event**.

Legal Costs:

Reasonable, necessary and proportionate legal fees, expenses and **Disbursements**:

- (a) incurred by **Your Legal Representative** with **Our** prior agreement after **We** have accepted **Your** claim and which **You** are unable to recover elsewhere; and
- (b) incurred by the other party which **We** agree to pay or which **You** are ordered to pay by a court order.

We will not pay more than £50,000 in total for any one **Insured Event**.

We do not cover any damages, fines or penalties that **You** have to pay.

Legal Proceedings:

The pursuit or defence of a civil claim for damages, specific performance or injunction relating to an **Insured Event**, either by negotiation or by civil court or employment tribunal within the **Geographical Limits**. This does not include inquests or any proceedings before a tribunal apart from an employment tribunal.

Legal Representative:

The solicitors, or other suitably qualified legal experts **We** have appointed to act for **You** in line with condition 3 of the Legal Expenses Section. The **Legal Representative** must have appropriate expertise relevant to the type and complexity of **Your** claim.

Proportionate:

Whether it is economical to pursue or defend **Your** claim based on the value and complexity of the case and the legal remedy **You** are seeking.

A claim is unlikely to be **Proportionate** where a reasonable estimate of the **Legal Costs** is either:

- (a) greater than the realistic value of **Your** claim or the likely benefit to **You** of **Your** claim or any legal remedy **You** wish to pursue with **Our** agreement; or
- (b) greater than the amount of compensation **You** are likely to be awarded by a Court or employment tribunal.

Reasonable Prospects:

A 51% or better chance that **You** will succeed with **Your** claim and recover damages, obtain another legal remedy **We** have agreed to **You** seeking, make a successful defence or make a successful appeal or defence of an appeal. **We**, or a **Legal Representative** appointed by **Us**, will assess whether there are **Reasonable Prospects** and will continue to assess **Reasonable Prospects** throughout **Your** claim.

We, Us and Our:

CIS General Insurance Limited, acting through Co-operative Legal Services Limited, who manage all claims under the Legal Expenses Section.

You and Your:

The person or people named as the policyholder in **Your** Policy Details, and their spouse or partner and any other relative permanently living with them.

How it works

When **You** first tell **Us** about an event **We** will determine whether the event is an **Insured Event** and if so, ask **You** to provide as much information as possible to allow **Us** to assess whether **Your** claim in respect of the **Insured Event** has **Reasonable Prospects** and is **Proportionate**.

In some cases **You** may need to provide expert reports that support **Your** claim at **Your** own expense to enable **Us** to complete **Our** assessment. If there is a dispute about whether **Reasonable Prospects** exists and/or whether **Your** claim is **Proportionate** then **You** will be asked to provide a legal opinion at **Your** own expense confirming that **Your** claim does have **Reasonable Prospects** and/or whether **Your** claim is **Proportionate**. If **We** still disagree then **We** will arrange to get a final opinion from an independent barrister.

If **We** accept **Your** claim **We** will arrange to appoint a **Legal Representative** to handle **Your** case. **We** do not cover any fees, costs or expenses that **You** incur before **We** have accepted **Your** claim.

If it becomes necessary to issue **Legal Proceedings** to take **Your** case forward, or if there is a conflict of interest, then **You** are entitled to choose **Your** own **Legal Representative** at that point. **We** would need to be satisfied that they are suitably qualified and experienced in the relevant legal area to handle **Your** case and they would need to agree to **Our** standard terms of appointment.

We will continue to assess **Reasonable Prospects** throughout **Your** claim and/or whether **Your** claim remains **Proportionate**. If at any point **Your** claim no longer has **Reasonable Prospects** and/or is not **Proportionate** then **We** may withdraw cover for further **Legal Costs**.

Please read the Legal Expenses exclusions and conditions below together with the general exclusions and conditions in **Your** Home Policy for full details.

Even if **We** can't accept **Your** claim **We** might still be able to give **You** some advice through **Our** personal legal advice helpline.

Your cover

We will provide cover for **Legal Costs** up to £50,000 in connection with any one **Insured Event** arising from any one cause as long as:

- (a) the **Insured Event** takes place within the Period of Insurance shown in the Policy Details and within the **Geographical Limits**;
- (b) any **Legal Proceedings** take place within the **Geographical Limits**;
- (c) the **Insured Event** arises directly from one of the causes listed below;
- (d) **You** have told **Us** about the claim within 180 days of the **Insured Event**;
- (e) **We** consider **Reasonable Prospects** exist for the duration of **Your** claim and/or **Your** claim is, and continues to be, **Proportionate**; and
- (f) the other party will be able to pay **Your** claim if **Your** claim is for damages.

What IS insured

1. Personal Injury

We will cover **Legal Costs** to pursue a claim arising from a specific or sudden accident causing **Your** death or bodily injury.

2. Medical negligence

We will cover **Legal Costs** to pursue **Your** legal rights where it is alleged that **Your** accidental death or bodily injury has resulted from medical negligence.

What IS NOT insured

1. Personal Injury

We will not cover any claim:

- (a) for **Your** death or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- (b) caused by any illness or disease or any naturally occurring condition or degenerative process;
- (c) for stress, psychological, psychiatric or emotional injury unless it arises from the bodily injury suffered by **You**
- (d) caused by an assault or another act of violence;
- (e) involving a motor vehicle owned or driven by **You**, unless **You** are only a passenger; or
- (f) arising from medical or clinical treatment, advice, assistance or care.

2. Medical negligence

We will not cover any claim:

- (a) for **Your** death or bodily injury caused by an assault or another act of violence; or
- (b) for stress, psychological, psychiatric or emotional injury unless it arises from the bodily injury suffered by **You**.

What IS insured

3. Employment

We will cover **Legal Costs** for pursuing a claim arising from a dispute with **Your** employer under **Your** contract of employment.

You must tell **Us** as soon as **You** think **You** may have a claim as Employment Tribunal claims are subject to strict time limits and most claims need to be notified to the Tribunal within 3 months less 1 day of the **Insured Event**.

4. Contract disputes

- (a) **We** will cover **Legal Costs** to pursue a claim as a result of a dispute arising from a contractual agreement or alleged contractual agreement **You** have entered into for buying or hiring any goods or services for **Your** personal use, or selling personal goods
- (b) **We** will cover **Legal Costs** to defend a claim as a result of a dispute arising from a contractual agreement or alleged contractual agreement **You** have entered into for buying or hiring any goods or services for **Your** personal use, or selling personal goods.

The contractual agreement (or alleged contractual agreement) must have been made or renewed after the insurance under this Section started.

5. Your home and personal property

We will cover **Legal Costs** for pursuing a claim relating to:

- (a) breach of an agreement for the sale or purchase of **Your Home** but not claims involving misrepresentation;
- (b) an **Insured Event** which causes, or is likely to cause, physical damage to **Your Home** or property **You** own or for which **You** have a legal responsibility;
- (c) nuisance (unlawful interference with **Your** use, enjoyment or rights over **Your Home**); or
- (d) trespass to **Your Home**.

We will also cover **Legal Costs** for defending such a claim where:

- (a) **You** have a counter claim regarding the same subject matter; and
- (b) **You** only need to defend the claim because the other party issued first.

6. Jury service

If **You** have to take time off work to attend jury service then after the first five days of jury service **We** will make a daily payment for each full day **You** are off work. The daily payment will be calculated based on 1/250th of **Your** yearly salary on the first day of jury service if **You** are employed full-time, or a proportionate payment based on the number of days **You** normally work if **You** are employed part-time.

What IS NOT insured

3. Employment

We will not cover any claim:

- (a) where the dispute happens within the first 120 days after the insurance under the Legal Expenses Section started;
- (b) involving an employer's grievance procedures or disciplinary hearings; or
- (c) just for personal injury.

4. Contract disputes

We will not cover any claim relating to:

- (a) **Your** trade, business, profession or any activity for profit;
- (b) any contractual agreement for financial services such as an insurance policy, pension, mortgage, loan, investment or borrowing;
- (c) building or construction work on any land or the design, extension, renovation, alteration or demolition of any building (this does not apply to home improvements which do not involve any structural work, such as a replacement kitchen or bathroom or installing double glazing); or
- (d) a contractual agreement or alleged contractual agreement in respect of a motor vehicle.

5. Your home and personal property

We will not cover any claim relating to:

- (a) any agreement for financial services such as an insurance policy, pension, mortgage, loan, investment or borrowing;
- (b) any building or land other than **Your Home**;
- (c) building or construction work on any land or the design, extension, renovation, alteration or demolition of any building (this does not apply to home improvements which do not involve any structural work, such as a replacement kitchen or bathroom or installing double glazing);
- (d) the first £250 of **Legal Costs** for pursuing or defending a claim for nuisance or trespass under 5(c) and/or 5(d) opposite; or
- (e) damage, or likely damage, to a motor vehicle.

6. Jury service

- (a) **We** will not cover any claim for the first 5 days of jury service;
- (b) **We** will reduce the payment by any amount **You** are entitled to claim from the court, tribunal or **Your** employer, whether or not **You** recover that amount.

General exclusions – Legal Expenses

The following exclusions apply only to the Legal Expenses Section and are in addition to everything listed in the 'Your cover' section above under the heading 'What IS NOT insured.'

We will not pay for:

1. Fees, expenses, costs and **Disbursements** relating to the period before **We** have accepted **Your** claim.
2. Any claim which **We** consider does not have **Reasonable Prospects** at any time during the claim or, if **Your** claim is for damages, where **We** consider that the other party is unlikely to be able to pay a substantial part of any compensation agreed or awarded to **You**.
3. Any claim which **We** consider is not **Proportionate**.
4. Any appeal unless:
 - (a) **We** provided cover for the original claim; and
 - (b) the appeal has **Reasonable Prospects**; and
 - (c) **You** tell **Us** in writing that **You** want to appeal at least 10 working days before the deadline for the appeal and **We** give **Our** written approval.
5. Further **Legal Costs** if, against **Our** advice or the advice of **Your Legal Representative**, **You** do not accept a reasonable offer to settle **Your** claim, unless **We** have given **You** written permission to continue with **Your** claim.
6. Any claim **We** are told about more than 180 days after **You** knew or reasonably should have known about the **Insured Event**, unless the delay does not result in any material prejudice to **Our** position.
7. The pursuit or defence of any claim made against or brought by CIS General Insurance Limited and/or Co-operative Legal Services Limited.
8. Any claim for an **Insured Event** which happens before the commencement of insurance under this Section.
9. **We** do not cover any claim relating to or involving:
 - (a) a dispute between **You** and anybody else insured under this Legal Expenses Section;
 - (b) the settlement payable under an insurance policy;
 - (c) any dishonesty or violence by **You** or any deliberate or criminal act or failure to act by **You**;
 - (d) an incident **You** deliberately bring about;
 - (e) subsidence, mining or quarrying;
 - (f) patents, copyrights, trademarks, merchandise marks, registered designs, intellectual or artistic property, secrecy and confidentiality agreements;
 - (g) libel or slander;
 - (h) divorce, matrimonial matters, cohabitation, custody, access, maintenance or affiliation;
 - (i) a dispute between a landlord and tenant;
 - (j) a dispute with a local authority about rateable values;
 - (k) any work by or under the order of any government or public or local authority, unless the claim is for accidental physical damage;
 - (l) travelling expenses, subsistence allowances or compensation for being off work;
 - (m) judicial review; or
 - (n) class actions (a group of people who are all making the same claim), or claims that are likely to become part of a class action.

Conditions – Legal Expenses

The following conditions apply only to the Legal Expenses Section

1. Reporting your claim

- (a) **You** must tell **Us** about any claim in writing as soon as reasonably possible and within 180 days of the **Insured Event**.
- (b) **You** must provide at your own cost any information, evidence or expert reports **We** need to assess whether **Your** claim has **Reasonable Prospects** and is **Proportionate**.
- (c) In medical negligence claims, **We** may ask **You** to make a formal NHS complaint and to have received a response before **We** can assess whether **Your** claim has **Reasonable Prospects** and is **Proportionate**.

2. Reasonable prospects and proportionality

- (a) **We** will assess whether **Your** claim has **Reasonable Prospects** of success and/or is **Proportionate** before **We** can confirm cover.
- (b) If **We** decide that **Your** claim does not have **Reasonable Prospects** and/or is not **Proportionate** and **You** get a legal opinion, at **Your** own expense, that says **Your** claim does have **Reasonable Prospects** and/or is **Proportionate** then **We** will arrange to get a final opinion from an independent barrister.
- (c) **We** will continue to assess whether **Reasonable Prospects** exist and whether **Your** claim remains **Proportionate** throughout **Your** claim. If at any time **We** consider **Your** claim no longer has **Reasonable Prospects** and/or is no longer **Proportionate** **We** may withdraw further cover for **Legal Costs**.

3. Appointing a legal representative

- (a) If **We** accept **Your** claim **We** will appoint a **Legal Representative** to try and settle **Your** claim without going to court.
- (b) **You** are free to choose a **Legal Representative** (by sending **Us** a suitably experienced and qualified person's name and address) if:
 - (i) **We** agree that negotiations have failed and it is reasonable, necessary and proportionate to issue **Legal Proceedings** to move **Your** claim forward; or
 - (ii) there is a conflict of interest.**We** may choose not to accept **Your** choice in a medical negligence claim if the **Legal Representative** is not a panel member of either Action Against Medical Accidents or the Law Society Clinical Negligence Panel. If there is a disagreement over the choice of the **Legal Representative** in these circumstances, **You** may choose an alternative suitable **Legal Representative**.
- (c) The **Legal Representative** must represent **You** according to **Our** standard terms of appointment (a copy is available on request).

- (d) If **We** accept **Your** choice of **Legal Representative** and **We** have agreed to cover **Your** **Legal Costs**, the most **We** will pay in **Legal Costs** is no more than the amount **We** would have paid to a preferred law firm. The amount **We** will pay a law firm (where acting as a **Legal Representative**) is currently £120 per hour. The rate may vary from time to time. In the event of a claim, **You** will be responsible for any **Legal Costs** that fall outside the rate of £120 or outside such rate as has been agreed.

4. Your responsibilities

If **You** do not keep to the following, **We** may withdraw **Our** agreement to cover any **Legal Costs** and **We** may ask **You** to refund any **Legal Costs** already incurred:

- (a) **You** must co-operate at all times in filling in any necessary documents or providing information **We** or the **Legal Representative** may ask for;
- (b) **You** must take all reasonable steps to recover the **Legal Costs** **We** have paid or agreed to pay and **You** must pay **Us** any amounts that are recovered;
- (c) **You** must take all reasonable steps to keep **Your** **Legal Costs** as low as possible;
- (d) **You** must tell **Us** about any offer to settle **Your** claim before the period for accepting it expires;
- (e) **You** must give suitable instructions in reasonable time to **Us** or the **Legal Representative** and avoid unreasonable delay which may negatively affect **Your** claim or **Our** position in relation to **Your** claim;
- (f) **You** must not take any action which may negatively affect **Your** claim or **Our** position in relation to **Your** claim;
- (g) **You** must not withdraw from the **Legal Proceedings** or withdraw instructions from the **Legal Representative** without **Our** written permission;
- (h) **You** must not pursue **Your** claim in a way which differs from that advised by the **Legal Representative**;
- (i) **You** must not agree **Legal Costs** for any expert witness without **Our** written permission;
- (j) **You** and **Your** **Legal Representative** must comply with **Our** standard terms of appointment (a copy of which is available on request).

5. What we can do

- (a) **We** can negotiate any claim on **Your** behalf;
- (b) throughout **Your** claim **We** will have the right of direct access to the **Legal Representative**;
- (c) **We** may take over and conduct the claim and may, subject to **Your** interest, settle the claim in **Your** name;
- (d) **We** may request a copy of **Your** file at any time from **Your** **Legal Representative** to be sent to **Us** at their expense;
- (e) **We** may pay **You** the estimated value of **Your** claim instead of starting or continuing **Legal Proceedings**. Any payment will be in full and final settlement of **Your** claim;

- (f) **We** will send all written communications from **Us** to the last address **We** have on file for **You**.
- (g) **We** may refuse to pay all or any part of **Your** legal costs if:
 - (i) **Your** claim is discontinued as a result of **Your Fraudulent** or **Fundamentally Dishonest** conduct; or
 - (ii) **Your** claim is wholly or partially unsuccessful at court or employment tribunal as a result of **Your Fraudulent** or **Fundamentally Dishonest** conduct.

6. Withdrawal of our assistance

If the **Legal Representative** refuses to continue to act for **You** with good reason or if **You** dismiss the **Legal Representative** without good reason, the cover **We** provide will end at once and **We** will be entitled to reclaim from **You** any **Legal Costs We** have paid, unless **We** agree to appoint another **Legal Representative**.

7. Costs

You must forward any bills or invoices for **Legal Costs** as soon as they are received and, **You** must have the **Legal Costs** assessed by the appropriate court if **We** ask. In the event of a dispute between **Us** and **Your Legal Representative** over the amount of **Legal Costs** payable, this will be resolved in accordance with the procedure contained within **Our** standard terms of appointment (available on request).

How to make a claim - Legal Expenses

If **You** think **You** have a claim under the Legal Expenses Section it is important that **You** contact **Us** as soon as reasonably possible. **We** won't cover any **Legal Costs** unless **We** have agreed to these beforehand and **We** also don't cover any claim that is notified to **Us** more than 180 days after the **Insured Event**. For some employment claims, there are strict reporting time limits and **You** might not be able to claim if it is more than 3 months after the **Insured Event**.

When **You** first tell **Us** about a claim **We** might not be able to tell **You** immediately whether **You're** covered but **We** won't unreasonably reject or delay **Your** application for cover under the Legal Expenses Section.

To make a claim **You** need to contact Co-op Legal Services:
Call 0330 606 9504 – lines are open 24 hours a day, seven days a week

Calls may be monitored or recorded for security and training purposes.

Or write to:

Co-op Legal Services, Aztec 650, Aztec West Almondsbury,
Bristol BS32 4SD.

HomeRescue Plus Section

Your Policy Details will show if you have included the HomeRescue Plus Section in your Policy. You should also read the General Exclusions and Conditions shown on pages 30 and 31 as they apply to all the cover sections you have included in your Policy, including any optional cover sections.

For the purposes of this Section “we”, “us” and “our” mean AXA Assistance (UK) Ltd who provide the cover and manage all claims under this Section by appointing a contractor to undertake the repairs. Please note that any costs incurred which have not been authorised by AXA Assistance (UK) Ltd are not covered under this Section. If you need to make a claim under this Section please refer to page 3 for contact details.

What IS insured

This Section only insures emergency repairs to the **Home** arising from one of the events listed below occurring suddenly and unexpectedly.

An emergency repair to the **Home** is one that is needed to prevent, reduce or resolve an immediate risk of

- (a) **Injury** to the **Family** or
- (b) loss of or damage to the **Buildings** or **Contents** or
- (c) the **Home** becoming uninhabitable.

1. Failure of the boiler, hot water system, central heating system or main heating source, where no alternative exists.

2. Plumbing problems related to blocked drains, leaking pipes, leaking radiators, water tanks or blocked toilet waste pipes within the **Home**.

3. Failure of the gas or electricity supply within the **Home**.

4. Infestation of the **Home** by brown rats, black rats, house mice, field mice, squirrels and wasps' nests or hornets' nests.
5. Permanent and irreplaceable loss of all keys required to gain access to the **Home**.

What IS NOT insured

1. (a) Failure of LPG-fuelled, oil fired, solid fuel fired, warm air, solar and un-vented heating systems or commercial boilers.
(b) Replacement of boilers.
(c) Loss of or damage to any computer, or any equipment containing a microchip, caused by its own failure or any computer virus.

2. (a) Breakdown or loss of or damage to domestic appliances, toilet flushing mechanisms or Saniflow toilets or other mechanical equipment.
(b) Leaking taps that need re-washing or replacing, leaking washing machines, burst or leaking flexible hoses that can be isolated, loss of or damage to external overflows or replacement of cylinders, tanks, radiators or sanitary ware.
(c) The cost of repairs to external water supply pipes, septic tanks or swimming pool installations.
(d) Plumbing problems within domestic garages, greenhouses or outbuildings.

3. (a) Breakdown or loss of or damage to domestic appliances or mechanical equipment or replacement of fuses in plugs or replacement of light bulbs.
(b) Failure of the electricity supply to burglar or fire alarm systems, CCTV surveillance equipment or swimming pools and their plumbing or filtration systems.
(c) Failure of the gas or electricity supply within domestic garages, greenhouses or outbuildings.
(d) Loss of or damage to any computer, or any equipment containing a microchip, caused by its own failure or any computer virus.

4. Infestation of domestic garages, greenhouses or outbuildings.
5. Loss of keys for domestic garages, greenhouses or outbuildings.

HomeRescue Plus Section-continued

We will not pay in total more than £250 (inclusive of VAT) in respect of emergency repairs arising from any one event or, in the event of the **Home** becoming uninhabitable and remaining so overnight we shall additionally, at your request, arrange and pay up to £100 in total for overnight accommodation, including transport to such accommodation.

If the temporary repair will cost more than £250 including VAT to complete, we will advise you how much, in total, the repair will cost. We will proceed with the repair only if you agree to pay for the amount over £250.

In addition to 1. to 5. we will not accept responsibility for any claim arising from:

- (a) an event occurring before the commencement of insurance under this Section.

Note

1. An emergency repair is a temporary repair intended only to prevent, resolve or reduce an immediate risk of **Injury** to the **Family**, loss of or damage to the **Buildings** or **Contents** or the **Home** becoming uninhabitable. A permanent repair will, however, be made if it can be completed at a similar expense.
2. We will be entitled to appoint a contractor to undertake the repairs and we will not be responsible for any costs incurred that we have not authorised.
 - (b) any event occurring within 14 days of the commencement of insurance under this Section
 - (c) the cost of replacement parts due to natural wear and tear
 - (d) the deliberate act of any utility company
 - (e) an event occurring during any period of more than 30 consecutive days in which the **Buildings** are unoccupied
 - (f) an event occurring in respect of a property which is not used as the **Family's** main permanent place of residence
 - (g) negligence, malicious or wilful action, misuse or faulty workmanship
 - (h) an attempted repair by the **Family** or the **Family's** contractor
 - (i) **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.
3. In some circumstances we may find it difficult to deploy an authorised contractor to attend your **Home** or deal with your emergency within a reasonable timescale. Examples of such circumstances are:
 - Excessive demand
 - Bad weather
 - Industrial action
 - Parts availability
 - Availability of a specialist.In these circumstances you may, with our prior agreement, arrange for your own contractor to resolve your emergency and we will refund the cost of your contractor up to £250 including VAT. You will need to provide a fully itemised invoice or receipt from your contractor to support your claim for reimbursement.
4. When we make a repair we will leave your **Home** safe and habitable but we will not be responsible for reinstating it to its original condition, although you may find that this is covered under your buildings insurance.

General Exclusions

The following exclusions apply to the whole of your Policy. There are extra exclusions under the Legal Expenses Section and HomeRescue Plus Section that are specific to those sections. There are also extra exclusions which apply to individual parts of your Policy and, if this is the case, these exclusions will be listed under the heading 'What IS NOT insured'.

- 1. Geographical Limits:** This Policy does not insure any claim arising outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands except as set out under the "Foreign Use" in the Personal Possessions Section.
- 2. Sonic Bangs:** This Policy does not insure loss, destruction or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 3. War Risks:** This Policy does not insure any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- 4. Nuclear Risks:** This Policy does not insure any damage, loss, injury, liability, cost or expense directly or indirectly caused by or contributed to by
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear parts.
- 5. Pollution or Contamination:** This Policy does not insure any claim arising from
 - (a) all pollution or contamination of buildings or other structures or of water or land or the atmosphere, and
 - (b) all injury, loss or damage, directly or indirectly caused by such pollution or contaminationother than caused by a sudden identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance shown in the Policy Details.
- 6. Third Party Rights:** A person, or company, who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 7. Terrorism:** This Policy does not insure loss, damage, liability, injury, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any Act of Terrorism.

For the purpose of this exclusion an Act of Terrorism means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 8. Gradual Causes:** This Policy does not insure loss or damage caused by depreciation, wear and tear, atmospheric or climatic conditions, or anything that happens gradually.
- 9. Deliberate or Criminal Acts:** This Policy does not insure any loss, damage, injury, liability, cost or expense caused, or allowed to be caused, by a deliberate or criminal act by the **Family**, or as a result of the **Home** being used for illegal activities.

Conditions

The following conditions apply to the whole of your Policy. There are extra conditions under the Legal Expenses Section and HomeRescue Plus Section that are specific to those sections. The conditions that describe how any claim will be settled are listed under the relevant Claim Settlement Provisions for each cover section.

1. Observance of Terms and Disclosure of Information:

To be entitled to cover under this Policy you and any other person claiming under it must comply with all its terms and conditions as far as they can apply.

You must take reasonable care to make sure that the information relating to the insured property and the **Family** is complete and correct. If we discover that you, or someone acting for you, when responding to our specific questions or assumptions, carelessly, recklessly or deliberately made a false statement or failed to take reasonable care in order to obtain insurance, gain more favourable terms or reduce the premium, we may reject your claim or refuse to pay it in full, cancel your policy or declare it void.

2. Precautions: You must take all reasonable precautions to reduce or remove the risk of a claim arising.

3. Notification: You must report any circumstances which may result in a claim to us as soon as reasonably possible and notify the police immediately of any damage or loss by theft, riot or malicious acts or vandalism. You must send any claim by a third party or notice of any proceedings to us as soon as reasonably possible. You should not dispose of damaged items or incur expense in making good damage without our consent except for emergency repairs to prevent further loss or damage.

4. Conduct of Claim: You must provide any information, evidence and assistance necessary for us to consider your claim. The type of information and evidence that we may ask for includes original purchase receipts, photographs, invoices, instruction booklets, utility bills, valuations, bank or credit card statements, guarantee cards, pre-purchase surveys or plans, deeds of your property and estimates for repair or replacement. Any information, evidence and assistance requested is to be provided at your own expense unless we have previously agreed to reimburse such costs and expenses incurred by you. No property may be abandoned to us. We will be entitled to the full conduct and control of the defence or settlement of any claim from a third party and no admission of liability may be made without our written consent.

5. Other Insurance: If any other insurance covers the same damage, loss or liability we will pay only our proportionate share of any claim.

6. Cancellation:

(a) We may cancel this Policy, where there is a valid reason for doing so, by sending at least seven days' notice to your last known address setting out the reason for cancellation. Wherever possible you will be given the opportunity to provide an acceptable solution before notice of cancellation is issued. Valid reasons for cancellation include, but are not restricted to:

- Non-payment of premiums.
- Serious failure to comply with Policy Conditions.
- Failure to provide information or documentation requested by us, or failure to provide a satisfactory response to any reasonable request for assistance in administering the policy or dealing with any claim.
- Violent, aggressive, abusive or threatening behaviour towards our staff, suppliers or representatives appointed to act on our behalf.

If we cancel your Policy, where applicable we will return any premium paid, less a charge for the number of days for which cover has been provided.

(b) You too may cancel this Policy – please refer to 'Your Right to Cancel' section on page 33. Any refund of premium will be calculated from the date we receive your notice of cancellation and will normally be the full premium paid less premium at our short period rates for the period the Policy has been in force (please see our table of short period rates on page 33). If you choose to cancel this Policy within 14 days of receiving the Policy or within 14 days of any subsequent renewal date, you will be entitled to a refund of any premium paid, less a charge for the number of days for which cover has been provided, on the condition that the Period of Insurance shown in the Policy Details is at least one calendar month.

7. Fraud: If anyone makes a claim under this Policy knowing any part of it to be false or fraudulently exaggerated, or if we suspect other financial crime in connection with your Policy, we will not pay the claim and we may cancel your Policy or declare it void from the date of the fraud and cancel all other policies you have with us. If we declare your Policy void on the grounds of fraudulent activity, whether or not a claim is involved, we will be entitled to keep any premium you have paid and recover the total amount of any fraudulent claims already paid under the Policy plus any recovery costs. We may also involve the relevant authorities to instigate criminal proceedings.

No Claim Discount

For each period of insurance in which you do not make a claim, you will accumulate No Claim Discount under the Buildings and Contents Sections of your Policy independently, i.e. a claim under the Buildings Section will not affect your Contents No Claim Discount and vice versa.

A period of insurance is normally one year. To earn No Claim Discount in any period of insurance your Policy must have been in force at least 11 calendar months. If your Policy has been in force less than 11 calendar months, you will not earn any No Claim Discount in that period, i.e. your discount will not be increased. However, any claims you make will be taken into account and will reduce your No Claim Discount.

Personal Possessions, Legal Expenses and HomeRescue Plus Sections are not eligible for No Claim Discount, so any claim you make under these Sections will not affect your No Claim Discount under the Buildings and Contents Sections.

The scale of discounts is Nil, 10%, 15%, 20%, 30% and 40% (maximum).

Each claim free year will increase your No Claim Discount at your next renewal date, e.g. Nil to 10%, 10% to 15%, 15% to 20%, 20% to 30% and 30% to 40%.

If you make a claim within any period of insurance your No Claim Discount will be reduced at your next renewal date, as follows:

One claim will lose one year's No Claim Discount, e.g. 40% to 30%, 30% to 20%, 20% to 15%, 15% to 10% and 10% to Nil.

Two claims will lose two years' No Claim Discount, e.g. 40% to 20%, 30% to 15%, 20% to 10% and 15% to Nil.

Three claims will reduce your No Claim Discount to Nil, whatever discount you had before.

Protected No Claim Discount

Once you reach the maximum No Claim Discount of 40% on either the Buildings or Contents Sections, you can then request your No Claim Discount for that section to be protected, for payment of an additional premium.

This protection will allow you to make one claim in any period of insurance under that section without it affecting your No Claim Discount. If you make more than one claim in any one period of insurance, your No Claim Discount protection will cease after

the first claim and the next claim will reduce your No Claim Discount in accordance with the above scale, as if it was your first claim.

You can reapply for No Claim Discount protection, for an additional premium, once you have restored your No Claim Discount to the maximum of 40% again.

You can only apply for No Claim Discount protection at the renewal date of your policy.

Your Right to Cancel

Important – you should read this carefully

Please also refer to **Condition 6. Cancellation on page 31.**

You have the right to cancel your policy. If you cancel your policy within 14 days of receipt of the policy document you will be entitled to a refund of any premium paid, less a charge for the number of days for which cover has been provided, on the condition that the Period of Insurance shown in the Policy Details is at least one calendar month.

If you wish to cancel the policy please contact us on 03457 46 46 46 or write to Co-op Insurance, General Insurance Operations Processing, P.O. Box 67, Mitcheldean, Gloucestershire GL17 0ZA.

- To be entitled to a refund of any premium paid, less a charge for the number of days for which cover has been provided, you must telephone us or write to us on or before the 14th day of receipt of the policy document and the cancellation effective date requested must be within this period.
- If you cancel your policy after this time a return of premium will normally be allowed. The return will be the full premium paid less premium at our short period rates for the period the policy has been in force.

Short Period Rates number of months (or part of month) policy has been in force	1	2	3	4	5	6	7	8	9	10	11	12
Percentage of annual premium payable (subject to a minimum premium payable of £10)	10%	20%	30%	40%	50%	60%	65%	75%	85%	90%	95%	100%

For example, if you cancel your policy 40 days after taking it out, you will be charged 20% of the full annual premium, or £10 if 20% of the full annual premium is less than this amount.

Renewing Your Policy

We will send you a renewal invitation at least three weeks before your renewal date outlining the terms and conditions under which your policy may be renewed for the next 12 months, the premium required and any changes to your insurance cover. Your renewal invitation and premium will be based on the information we currently hold, the cover you have previously selected, including any optional covers, and where obtained, your Credit Score at the time of renewal. Please contact us at least seven days before the renewal date if any of these details have changed or if you wish to make any changes to your policy.

1. Where your premium is paid annually you must contact us on 0345 600 2918 before the renewal date to arrange payment or set up a monthly Direct Debit. Please refer to your renewal letter for information on the payment methods available.
2. Where you pay under a credit agreement with us by monthly Direct Debit, to ensure that there is no interruption in your insurance cover, we will automatically renew your policy and we will grant you further credit through your existing credit agreement. Monthly repayments will continue to be taken from the account details we hold, starting from your renewal date. If you do not wish to renew your policy please contact us before your renewal date.

If you have paid your renewal premium but then decide to cancel your policy, provided that you tell us before your renewal date, we will refund what you have paid in full. If you cancel within 14 days of your renewal date you will be entitled to a refund of any premium paid less a charge for the number of days for which cover has been provided. If you decide to cancel your policy more than 14 days after your renewal date you will be charged in line with the cancellation rules detailed above under the heading "Your Right to Cancel".

We reserve the right not to invite renewal of the policy and in such circumstances we will notify you in writing at least three weeks before your renewal date.

If you need to contact us about your renewal please call 0345 600 2918.

Lines open Mon to Fri 8am – 8pm,
Sat 8am – 5pm and Sun 9am – 4pm.

Calls may be monitored or recorded for security and training purposes.

Our Service to You

Complaint Resolution

We know that sometimes things can go wrong and here at Co-op Insurance, we really value your feedback. Letting us know when you are not happy with our products or service provides us with the opportunity to put it right and helps us to improve the service we provide to all our customers. You can find our contact information below if you would like to obtain a copy of our complaint handling procedures or would like to raise a complaint.

General insurance complaints: 03457 46 46 46

Claims complaints: 0345 999 8888

Customer Relations, 4th Floor, CIS Building, Miller Street, Manchester M60 0AL.

Legal Expenses complaints: 0330 606 9641

Co-op Legal Services, Aztec 650, Aztec West, Almondsbury, Bristol BS32 4SD.

Complaints about the service received when using the HomeRescue Plus cover or HomeRescue Helpline: 01737 815 913

Home Emergency, AXA Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.
homeemergencycomplaints@axa-assistance.co.uk

To help us resolve your complaint we'll need the following information: details of what you are concerned about, your name and address, your policy number and where possible, a daytime telephone number.

Please let us know if you need your response to be sent in an alternative format such as large print, audio or Braille.

What happens next?

We will always do everything we possibly can to sort out the problem. We'll send you a written acknowledgement within five working days and keep you informed on our progress until your complaint has been resolved.

The Financial Ombudsman Service (FOS)

If you are still not happy with our response to your complaint, or if eight weeks have passed since you first made your complaint with us, you have the option to refer your complaint to the Financial Ombudsman Service. You'll need to contact them within six months of the date of our response.

To find out more about the Financial Ombudsman Service visit:

www.financial-ombudsman.org.uk

Or contact them by writing to:

Financial Ombudsman Service, Exchange Tower, London E14 9SR.

Telephone: **0800 023 4567** or **0300 123 9123**

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

Making a complaint will not affect your legal rights.

Online Dispute Resolution (ODR)

In addition, the European Commission has set up an Online Dispute Resolution (ODR) website for consumers who are unhappy with products or services they have bought online. If this applies to you, you can submit a complaint at **www.ec.europa.eu/consumers/odr/**. You will receive details of the Alternative Dispute Resolution (ADR) body, the Financial Ombudsman Service (FOS), along with your option to have your complaint reviewed by them. You may contact the FOS directly using the details listed above.

Alternatively, you may send your complaint to us by email:

ODRcomplaints@cfs.coop

Please note that responsibility of data security during transfer rests with the sender and not with the receiver. We cannot guarantee unencrypted email transmissions are secure or error free, and accept no liability for interception and misuse. Information on how and when to contact us can be found on our website.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme which provides protection to customers of authorised financial service firms.

The Financial Services Compensation Scheme can pay compensation of 90% of the whole claim, if an authorised firm is unable, or likely to be unable, to pay claims against it. In general, this is where a firm is insolvent or has gone out of business.

Further information about compensation arrangements is available from: Financial Services Compensation Scheme, PO Box 300, Mitcheldean GL17 1DY.

Telephone: **0800 678 1100** or **020 7741 4100**.

Please call 03457 46 46 46 if you would like to receive this information in an alternative format such as large print, audio or Braille.

Co-op Insurance is a trading name of CIS General Insurance Limited; registered in England and Wales with registration number 29999R. Registered office: CIS Building, Miller Street, Manchester M60 0AL.

CIS General Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 435022.

HomeRescue Plus is provided on behalf of Co-op Insurance by AXA Assistance (UK) Limited; registered in England and Wales under company number 02638890. Registered office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR. AXA Assistance (UK) Limited is authorised and regulated by the Financial Conduct Authority under register number 439069.

Home Legal Expenses cover is underwritten by CIS General Insurance Limited, with the legal services provided by Co-op Legal Services, a trading name of Co-operative Legal Services Limited; registered in England and Wales under company number 05671209. Registered office: 1 Angel Square, Manchester M60 0AG. Co-op Legal Services is authorised and regulated by the Solicitors Regulation Authority under registration number 567391. Co-op Legal Services' professional rules are set out in the SRA Code of Conduct. The SRA Handbook, which includes the SRA Code of Conduct, is available online at www.sra.org.uk/handbook/. Calls may be monitored or recorded for security and training purposes. Calls to 0800 numbers are free from both UK landlines and mobile phones. Calling us on an 03 number will cost no more than a call to an 01 or 02 number irrespective of whether you call from a landline or mobile. If you have 'inclusive minutes' with your package these calls are normally included, however you may wish to check with your service provider. Lines are open 8am-8pm weekdays, 8am-5pm Saturdays and 9am-4pm Sundays.