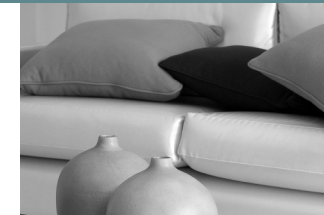


**contact** For further information please contact your insurance intermediary or call us on **0844 893 8360**. Visit our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

## TENANT'S CONTENTS policy wording



*home  
& legacy*

Home & Legacy Insurance Services Limited is a wholly owned subsidiary of Allianz Holdings plc, and is registered in England Number 3007252.  
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.  
Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.  
Financial Services Register number is 307523.  
Please note that telephone calls may be recorded and/or monitored.



ACPERHL1333/1 05.13

## Useful numbers

Home & Legacy Insurance Services Ltd  
T 0844 893 8360  
F 0844 893 8386  
Home & Legacy Claims Dept  
T 0844 893 8360

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## **About Home and Legacy Insurance Services Limited**

Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England No. 3007252.  
Authorised and regulated by the Financial Conduct Authority, Home & Legacy's Financial Services Register number is 307523  
and our permitted business is advising on, and arranging general insurance contracts.  
Please note that telephone calls may be recorded and/or monitored for our joint protection, training and/or monitoring purposes.



# Introduction

Tenants Contents Insurance is administered by Home & Legacy Insurance Services Limited who act on behalf of the underwriters. Home & Legacy Insurance Services Limited is registered in England Number 3007252, Registered Office is 57 Ladymead, Guildford, Surrey GU1 1DB. Home & Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Financial Services Register number is 307523.

Tenants Contents Insurance is underwritten by Allianz Insurance plc.

## Your Contract of Insurance

**Your policy** is a legal contract between **you** and **us** which is based on the information **you** have given to **us**.

There are conditions that **you** will need to meet as **your** part of the insurance contract. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your policy**. The General Conditions of **your policy** are set out on pages 23 and 24.

**Your** insurance contract is evidenced by:

- information contained on **your** application and/or the **statement of facts** document issued by us which confirms the information given by **you** or **your** insurance intermediary to **us**;
- **your schedule** and any **endorsements** shown on **your schedule**;
- this Tenant's Contents policy wording which details the cover provided by **us** and the exclusions and conditions which apply;
- any changes to **your policy** contained in notices issued by **us** at renewal.

**Our** provision of insurance under **your policy** is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the **policy**.

**You** must take care not to misrepresent any information. **You** must take care to give all information that **you** are asked for. If **you** give **us** incorrect or incomplete information the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or payment could be reduced. In certain circumstances **your policy** might be invalid, and you **may** not be entitled to a refund of premium.

Please examine **your policy** carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect **you** must immediately contact **your** insurance intermediary or Home & Legacy.

In consideration of the payment of the premium for the **period of insurance**, **we** will provide the cover set out in this **policy** wording for the Sections of the cover applicable, as shown on **your schedule**.

Any word or expression in the **policy** which has a specific meaning has the same meaning wherever it appears in the **policy**. Refer to the definitions on page 7 for the meaning of the words or phrases.

Signed on behalf of Allianz Insurance plc



Andrew Torrance

Chief Executive

# How Your Cover Works

We will insure **you** within the conditions of **your policy** for those sections named in **your schedule** for any insured **Event** which takes place during the **period of insurance**.

**Your policy** ends at midnight on the last day of each **period of insurance**.

## Changes to your circumstances

**You** must tell **your** insurance intermediary or Home & Legacy as soon as possible if there are any changes to **your** circumstances which could affect **your** insurance.

**We** need to be informed about any changes to the information shown on your most recent **schedule** or **statement of facts** document; or if the information shown is incorrect or incomplete. If we are not informed of any changes or corrections this may affect your ability to claim under the **policy**.

Please refer to General Condition 10 on page 24 which sets out circumstances that **you** should tell **us** about.

## How to make a claim

Check **your schedule** and this policy wording which give details of what is covered and what is not covered.

- Follow the General Conditions on page 23 of this **policy**.
- Please ring **0844 893 8360** at **your** first opportunity to notify **your** claim. If **you** are abroad and would like to contact **us** to make a claim please call **+44 (0) 203 118 7777**.
- **You** can make any reasonable temporary repairs as soon as possible but keep the bills as these may form part of **your** claim. **We** will not be responsible for any charges that are not covered under the **policy**. It would be helpful if **you** take photos of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.
- If someone is holding **you** responsible for damage to their property or for **injury** to them, please tell **us** at **your** first opportunity and give **us** full written details. **You** must send **us** any correspondence, legal documents or other documents, as soon as reasonably possible and unanswered. Do not admit liability.

## For Identity Fraud claims

- Please ring **0844 893 8360** to notify **your** claim and obtain prior approval before **you** incur any expenses. If **you** are abroad please call **+44 (0) 203 118 7777**.
- Within 24 hours of discovering any circumstances that lead **you** to believe that **you** might have become a victim of identity fraud notify :
  - The police and request a crime reference number. Note: **You** may be asked to provide this reference to any company **you** deal with in course of restoring **your** identity
  - **Your** banks, credit card/loan companies and other account holders
  - Request a copy of **your** credit file from one of the following major credit reference agencies to help establish when identity fraud occurred. Inform the reference agency to note **your** file to state that **you** have suffered identity fraud:

**Call Credit – [www.callcredit.co.uk](http://www.callcredit.co.uk)**

Telephone: **0845 366 0071**

**Equifax – [www.equifax.co.uk](http://www.equifax.co.uk)**

P O Box 1140, Bradford, BD1 5US

**Experian – [www.experian.co.uk](http://www.experian.co.uk)**

Telephone: **0844 481 8000**.

- Take any further measures that are necessary to prevent further damage to **your** identity. **You** can find useful guidance from Action Fraud at **[www.actionfraud.police.uk](http://www.actionfraud.police.uk)**

## Your Cancellation Rights

### Cancelling within the first 14 days

**You** have a right to cancel **your policy** within 14 days from the day of purchase or renewal of the contract or the day **you** receive **your policy** or renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced **you** will be entitled to a full refund of the premium paid.

If **you** choose to cancel **your policy** and the insurance cover has already commenced **you** will be entitled to a refund of the premium paid except where a claim or an **Event** that may lead to a claim has occurred during the period of cover **we** have provided, in which case the full annual premium may be payable to **us**.

**You** can exercise **your** right to cancel by contacting the insurance intermediary through whom you arranged **your policy** or if **you** did not arrange **your** insurance through an insurance intermediary by contacting:

Home & Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes Bucks MK9 2LA  
Telephone: 0844 893 8360

If after 14 days **you** have not cancelled **your policy**, **we** will assume that **you** wish **your policy** to continue for the agreed **period of insurance**.

### **Cancelling after the first 14 days**

Following the expiry of **your** statutory cooling-off period, **you** continue to have the right to cancel **your policy** at any time during its term. If **you** do so, unless **you** have made a claim or an **Event** has occurred which may result in a claim, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time **you** have been covered plus an administration charge to cover Home & Legacy's costs.

If **you** have made a claim or an **Event** has occurred which could result in a claim **you** may be required to pay the premium for the **period of insurance** shown on **your schedule**.

The refund in premium will be calculated on a proportionate basis for the time for which **you** have received cover based on the annual premium payable plus the additional charge for administration (subject to Insurance Premium Tax, where applicable). The administration charge to cover Home & Legacy's costs is £15.

To exercise **your** right to cancel **your policy**, please contact the insurance intermediary through whom you arranged **your** insurance or Home & Legacy Insurance Services Limited, 500 Avebury Boulevard, Milton Keynes, Bucks MK9 2LA.

If the amount due when **you** cancel the **policy** is more than the amount **you** have paid **you** may be asked to pay the difference.

Please refer to General Condition 12, Cancellation on page 24 which sets out when **we** may cancel **your policy**.

### **Copy policy on request**

**You** should keep a record of all information supplied to **us** for the purpose of this insurance.

A further copy of this policy booklet will be provided to **you** on request or can be downloaded from **our** website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)

### **Use of Language**

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be expressed in the English language.

### **Choice of Law**

The law of England and Wales will apply to this contract unless:

- a. **you** and **we** agree otherwise; or
- b. at the date of the contract, you are a resident of (or in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

### **Customers with Disabilities**

This policy booklet and other associated documentation can be made available in large print, audio or Braille. If **you** require any of these formats please contact Home and Legacy on 0844 893 8360 who will be pleased to organise an alternative for **you**.

### **Telephone Recording**

Please note that telephone calls may be recorded for our joint protection, training and/or monitoring purposes.

## **Financial Services Compensation Scheme**

**You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **we** cannot meet **our** liabilities.

Further information about the compensation scheme arrangements is available from the FSCS. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk) or contacting the FSCS at:

Financial Services Compensation Scheme  
10th Floor, Beaufort House  
15 St Boltolph Street  
London EC3A 7QU  
Tel: 0800 678 1100 or 0207 741 4100  
Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

## What to do if you are not satisfied

**Our** aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly. **We** will always confirm to **you** the receipt of **your** complaint within five (5) working days and do **our** best to resolve the problem within four (4) weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not sorted out the situation within eight (8) weeks **we** will provide **you** with information about the Financial Ombudsman Service\*.

Should **you** wish to make a complaint, then it should be directed to:

The Customer Satisfaction Manager  
Home & Legacy Insurance Services Ltd  
500, Avebury Boulevard  
Lower Ground Floor,  
Milton Keynes,  
Buckinghamshire,  
MK9 2LA.

Phone: 0844 893 8360

If **you** are calling from abroad – Phone +44 0203 118 7777

Fax: 0844 893 8386

Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

Using the complaints procedure above or referral to the Financial Ombudsman Service does not affect **your** legal rights.

\*The Financial Ombudsman Service offers a free, independent service for resolving disputes about most financial matters. In some circumstances a complaint may not be eligible for referral to the Financial Ombudsman Service. In such cases **you** will receive guidance from staff at the Financial Ombudsman Service about **your** options, or **you** may wish to seek **your** own professional or legal advice.

The Financial Ombudsman Service can be contacted at:  
The Financial Ombudsman Service,  
South Quay Plaza,  
183, Marsh Wall, London,  
E14 9SR

Telephone 0800 0 234 567 free for people phoning from a "fixed line" (for example a landline at home) or 0300 123 9 123 free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02.

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

# Protecting your contents and personal possessions

Please consider the following advice on precautions:

## Fire Prevention

Check **your** electrical equipment regularly. Make sure that **you** use the correct fuses and do not overload the circuits. Ask for the help of a qualified electrician if **you** are in doubt.

If **you** leave **your home** for more than 24 hours, switch off the electricity at the mains or unplug all appliances. (**You** may need to keep the refrigerator, freezer or heating systems in use). Always unplug non-essential electrical appliances before **you** go to bed at night, especially electric blankets and television sets.

Fires often happen in kitchens. **You** can put out chip pan fires by shutting out the air. Cover the pan with a lid or thick damp cloth. Do not use water. Remember safety first. Call the emergency services

## Flood

1. Gather essential items together either upstairs or in a high place.
2. Fill jugs and saucepans with clean water
3. Move your family and pets upstairs, or to a high place with a means of escape
4. Turn off gas, electricity and water supplies when floodwater is about to enter your home if safe to do so.
5. DO NOT touch sources of electricity when standing in floodwater.
6. Keep listening to local radio for updates or call Floodline 0845 988 1188.
7. Floodwater can rise quickly, stay calm and reassure those around you. Call 999 if you are in danger
8. Avoid walking or driving through floodwater.
9. Keep children and vulnerable people away from floodwater.
10. Wash **your** hands thoroughly if **you** touch floodwater.

## Water Damage

Lag exposed water pipes and tanks in the roof area.

If **you** leave **your home unoccupied** for a period without leaving the heating on during the winter months turn off the water and drain the system.

If pipes freeze despite **your** precautions thaw them out slowly using hot water bottles. Never use a blowlamp.

## Security

Never leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside the **home**.

When upstairs avoid leaving doors and windows open downstairs.

Don't leave small valuables, **money**, handbags, wallets and purses where they can be easily seen from outside.

If **you** go out in the evening leave a light on in a living room or bedroom. Leaving an outside or landing light on is not sufficient, the **home** must look lived in.

Never leave ladders or tools lying around, these will encourage rather than deter an opportunist thief.

Close and lock all garages, sheds and other outbuildings.

Join a local Neighbourhood Watch Scheme or consider starting one in **your** area.

Don't let strangers into **your home** unless they give **you** official proof of their identity. If **you** are suspicious telephone the company concerned for verification while **your** caller waits outside behind the locked front door.

Remember to cancel milk and newspaper deliveries before **you** go on holiday and ask a trusted neighbour to keep an eye on **your home** and leave a spare key with them.

Keep a record of **your** possessions, for example the serial numbers of televisions and other electronic equipment.

Use a security marker which writes in invisible ink to mark **your** postcode and house number (or a proprietary product such as SmartWater ®\* Forensic Technology, a colourless liquid that holds a unique forensic code specific to **your** property that can only be read under ultraviolet light).

\* ® SmartWater is a registered trademark of SmartWater Limited. SmartWater is a proprietary forensic asset marking system protected by worldwide trademarks and patents.

Keep receipts, obtain valuations and take photographs of jewellery and any other valuable or unusual items. Photographs are an enormous help to the Police for identifying stolen property and returning it to the rightful owner.

## Safes

Safes offer an additional level of protection for **your** valuables against thieves. A safe should be carefully chosen taking into consideration the value of the items intended to be locked within, where it is to be located within **your** home and any future purchases of valuables that **you** may make. Safes are normally awarded a 'cash rating' which indicates the maximum level of cash that should be held within. The cash rating will be based on the safe's ability to withstand attack. A safe supplier will be able to advise **you** on the type of safe that is best for **your** needs.

If **you** would like advice on anything mentioned above or anything affecting this policy, contact Home & Legacy Insurance Services Limited, who will be happy to give all possible help. 7



# Definitions

## The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in this policy wording or **your schedule**.

These words are highlighted in **bold**.

**Accidental damage** - Damage caused suddenly and by external means. This definition does not include damage caused by wear and tear, any gradually operating cause or faulty design or faulty materials.

**Bank cards** - Credit cards, bank or cash point cards, charge cards and cheque cards which you own or are responsible for social domestic purposes.

**Contents** - Household goods (including televisions, home computers, and home entertainment equipment), personal belongings and personal **money in your home**, domestic outbuildings or garages, which **you** are legally responsible for. This includes:

- permanent fixtures and fittings other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to **your home**;
- gas and electric cookers and meters;
- Valuables – Jewellery, gold and silver articles (including plated articles) watches, gemstones, clocks, furs, pictures, sculptures, other works of art and collections of stamps, medals and coins;
- Office equipment – computers, printers, fax machines, photocopiers, typewriters, telecommunications equipment and office furniture used in connection with **your** business or job;
- Laminated, wooden effect or vinyl floor coverings that could reasonably be removed and re-used;
- Carpets.

**Contents** do not include:

- **Contents** insured under any other policy;
- Any **money** that is held for business purposes;
- Securities (financial certificates such as shares and bonds) certificates and **documents** (except those covered under **Event 19**);
- mechanically propelled or assisted vehicles (which includes adults' and children's motor vehicles, adults' and children's motor cycles, quad bikes, trikes and go-karts) or their parts and accessories, but not including gardening machinery or wheelchairs;
- Caravans and trailers or their parts and accessories;
- Aircraft, hovercraft and watercraft (which includes sailboards, windsurfers and models) or their parts and accessories;

- Lottery tickets and raffle tickets;
- Laminated, wooden effect or vinyl floor coverings that could not reasonably be removed and re-used;
- Animals;
- Any part of the structure of **your home**, central heating system, ceiling, wallpaper or similar (except those covered under **Event 26**, tenant's liability);
- **Contents** which **you** own or use at any time for business, professional or trade purposes, (except for office equipment).

**Documents** - Bank, Building Society statements, Passports, Driving Licences, Birth/Marriage/Death certificates.

**Dangerous animal** - An animal defined as dangerous in the Animals Act 1971 or a dog of a type described in Section 1 of the Dangerous Dogs Act 1991.

**Endorsement** – A change to the terms of the **policy** as shown under endorsements in **your schedule** (if applicable to **your** insurance).

**Event** – The **Events** that are insured under the terms and conditions of this **policy** that are individually numbered and described under each Section of the **policy**.

**Excess** – **Your** contribution towards the cost of a claim. The excesses that apply are stated in each Section of the **policy** wording and/or **your schedule**. If **you** make a claim for what **we** identify as one or more separate **Events**, **you** will need to pay any excesses that apply for each separate **Event** that **we** have identified.

**Heave** – Upward and/or lateral movement of the site on which the **buildings** of **your home** stand caused by swelling of the ground.

**Home** - The private residence and gardens at the address shown in the **schedule** and the land, domestic garages, on and off site, and outbuildings at the same residence, built of **standard construction**.

**Injury** – Bodily **injury**, death, disease, illness or shock.

**Landslip** – Downward movement of sloping ground.

**Money** – Cash, bank or currency notes, cheques, postal or **money** orders, postage stamps, National Savings stamps and certificates, travellers cheques, gift vouchers (subject to proof of purchase or ownership), premium bonds, luncheon vouchers, credit, cash or cheque cards, season tickets and travel tickets which **you** own or are responsible for.

## Definitions (continued)

**Outdoor Items** – Items of **contents** that are kept permanently out of doors.

**Policy** – The legal contract between **you** and **us** which is made up of this policy booklet, which details the cover provided and the exclusions and conditions which apply; **your schedule** and any **endorsements** shown on **your schedule**; information contained on **your** application and/or the **statement of facts** document issued by **us** which confirms the information provided by **you** or **your** insurance intermediary to **us**; and any changes to **your policy** contained in notices issued by **us** at renewal.

**Period of Insurance** – The time for which this **policy** is in force as shown in **your schedule**.

**Rent** – The sum due to be paid by **you** to **your** landlord as detailed in the tenancy agreement.

**Schedule** – A printed document showing the sections of the **policy** **you** have chosen, **your** sums insured and any special terms that apply to **your policy**.

**Standard Construction** – means the buildings of **your home** built of brick, stone or concrete and roofed with slate, tile, metal, concrete or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres).

**Storm** – Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet.

**Subsidence** – Downward movement of the site on which the **buildings** of **your home** stand by a cause other than the weight of the **buildings** themselves.

**Territorial Limits** – England, Scotland, Wales, the Isle of Man and the Channel Islands.

**Unfurnished** – Not having enough furniture to live in permanently.

**Unoccupied** – Not having been lived in for more than 30 days in a row.

**We, our, us** – means either:

a) Allianz Insurance plc. Allianz Insurance plc, is registered in England number 84638 at 57, Ladymead, Guildford, Surrey, GU1 1DB, and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number is 121849. Allianz Insurance plc is a non-life general insurance undertaking underwriting personal and commercial insurance products. Allianz Insurance plc is a member of the Association of British Insurers; or

b) Home & Legacy Insurance Services Limited as administrators of **your policy**.

**You, your,** – The person(s) named as the insured in the **schedule**, their partner(s) and members of their family permanently living with them at the **home** during the **period of insurance**.

**Water Table** – The top level of underground water where the soil is in a permanent state of saturation. The table may rise or fall depending on the level of precipitation that infiltrates from the upper layers of soil (unsaturated soil)

*We have also used some specific terms in the policy wording and the following are explanations to help **you** understand them. These explanations are for information and do not form part of the policy wording.*

**Liquidated damages** – These are damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract, at the time the contract was made.

**Punitive or exemplary damages** – These are damages that are awarded to punish **you** as well as compensate the other person if **you** did anything deliberately.

**Aggravated damages** – These are damages that are awarded when - behaviour or the circumstances of a case increase the **injury** to the other person because they are humiliated, distressed or embarrassed.

**Multiplying compensatory damages** – In some areas of the world the amount of **money** awarded as compensation is sometimes multiplied two, three or more times to act as a punishment to **you**.

# Contents Section

What is covered	What is not covered
<p><b>Your policy</b> covers loss of or damage to <b>your contents</b> caused by the following <b>Events</b>.</p> <p><b>Events</b></p> <ol style="list-style-type: none"> <li>1 <b>a</b> Fire, lightning, explosion, earthquake and <b>b</b> smoke.</li> <li>2 Aircraft and other flying objects or articles dropped from them.</li> <li>3 The <b>contents</b> being hit by:             <ol style="list-style-type: none"> <li>a Vehicles;</li> <li>b Animals; or</li> <li>c Falling trees or branches, lamp posts or telegraph poles.</li> </ol> </li> <li>4 Theft or attempted theft. (Minimum security requirements apply in some locations - if applicable to <b>your</b> insurance these will be detailed by <b>endorsement</b> on <b>your schedule</b>).</li> <li>5 Malicious damage</li> </ol>	<p>The first £100 of each claim for each insured <b>Event</b>, other than <b>Events</b> 21 and 27, unless a different amount is shown on <b>your schedule</b>.</p> <p>Any loss, damage, <b>injury</b> or liability shown in the General Exclusions.</p> <ol style="list-style-type: none"> <li>1 Anything which happens gradually.</li> <li>3 Loss or damage caused by domestic animals.  Loss or damage caused by felling or lopping trees.</li> <li>4 Theft by deception unless deception is used solely as a means to enter <b>your home</b>.  Theft of <b>money</b> unless involving entry to or exit from <b>your home</b> by forcible and violent means or by deception as a means of entry.  Loss or damage caused by <b>you</b>.  Any amount over £2,500 for loss or damage to the <b>contents</b> (except for portable hot tubs) caused by theft or attempted theft from sheds, garages and domestic outbuildings forming part of <b>your home</b>.  Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>.  In respect of self contained flats, theft of property from any communal parts of the building not involving entry or exit from the building by forcible and violent means.  Any amount exceeding £500 in respect of any one pedal cycle.</li> <li>5 Loss or damage caused after <b>your home</b> has been left <b>unfurnished</b> or <b>unoccupied</b>.  Loss or damage caused by <b>you</b>.</li> </ol>

## What is covered

- 6 Water escaping from water tanks, apparatus or pipes or fixed heating installations.
  
- 7 Storm or flood.
  
  
  
  
  
  
  
  
  
  
- 8 Riot, civil commotion, strike, labour or political disturbances.
  
- 9 Oil leaking from any fixed heating installation at **your home**.
  
  
  
  
  
  
  
  
  
  
- 10 Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.
  
  
  
  
  
  
  
  
  
  
- 11 **Subsidence** or **heave** of the site on which **your home** stands, or **landslip**.
  
  
  
  
  
  
  
  
  
  
- 12 Breakage of glass and mirrors.  
Accidental breakage of mirrors, and ceramic hobs on cookers which are not built in, and fixed glass in furniture in **your home**.

## What is not covered

- 6 Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied**.  
Loss of metered water.
  
- 7 Loss or damage caused by frost.  
Loss or damage in cellars and basements due to a gradual rise in the **water table**.  
Loss or damage caused when **storm** conditions are not met.  
Anything which happens gradually.
  
  
  
  
  
  
  
  
  
  
- 9 Damage caused to the installation.  
Loss of oil (except to the extent that this is covered under **Event 20**).  
Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied**.
  
  
  
  
  
  
  
  
  
  
- 11 Landslip caused by the river bank, river bed or coast being worn away.  
Destruction or damage to or resulting from solid floor slabs moving unless the foundations beneath the outside walls of the building are damaged by the same cause at the same time.  
Damage within 10 years of construction caused by structures bedding down or made-up ground settling.
  
  
  
  
  
  
  
  
  
  
- 12 Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied**.

## What is covered

### 13 Belongings **you** remove from **your home**.

**Contents** temporarily removed from **your home** will be covered against Events 1–3 & 6–10.

**Contents** will also be covered against theft/attempted theft if the theft is from:

- Any bank or safe deposit box;
- A private **home** in which somebody is living;
- Any building where **you** are employed or carrying on a business, or;
- Any other building if force or violence is used to get into or out of the building.

### 14 Outdoor Items.

We will pay for loss or damage to **outdoor items** by any **Events** 1–11 insured under this policy if **you** leave them in the open within the grounds of **your home**.

### 15 Student personal belongings.

Loss or damage resulting from **Events** 1–11 while **you** are living away from **home** while attending college or university.

### 16 Food in freezers.

Loss or damage to food in the freezer within **your home** caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.

## What is not covered

### 13 **Contents** that **you** move to sell or exhibit, or **contents** kept in furniture storage units.

Damage caused by **storm** or flood to **contents** not within a building.

Cash, bank and currency notes and stamps (unless covered under **Event** 17, **money** and **bank cards**).

**Contents** covered under **Event** 15 student personal belongings.

### 14 Any amount over £500 except for portable hot tubs

**Contents** in or on motor vehicles or motor cycles  
Loss or damage caused after **your home** has been left **unfurnished** or **unoccupied**.

#### **Money** and **valuables**

### 15 Any amount over £2,500.

Any theft or attempted theft which does not involve force and violence to get into or out of a building

### 16 Any amount over £500.

Loss or damage as a result of a deliberate act by **you** or the electricity company.

If **your** freezer unit is more than 10 years old.

## What is covered

### 17 Money and bank cards.

We will pay for loss or damage to **your money** and **bank cards** caused by **Events 1–11** insured under this **policy** and for loss following fraudulent use of **your bank cards**.

### 18 Downloaded audio/visual files.

We will replace legally downloaded audio/visual files lost as a result of loss or damage caused by **events 1–10** insured under this policy.

### 19 Documents.

We will pay for loss or damage caused by **events 1–10** insured under this policy to **documents** (other than **money**), which are **your** property, while they are in **your home** or in a safe deposit, bank or solicitor's strong room.

### 20 Loss or theft of keys.

We will pay the cost of replacing locks and keys to outside doors and windows of **your home** and to domestic safes and alarms systems within **your home** if the keys are stolen or accidentally lost.

## What is not covered

### 17 Any amount over £250 other than for **bank cards**.

Any amount over £500 following the fraudulent use of **bank cards**.

Theft of **money** or **bank cards** unless force and violence is used to get into or out of **your home**.

Loss of **money** following illegal entry into **your home** by a person falsely claiming to be an official unless reported to the police within 24 hours (**you** must obtain a crime reference).

Loss of season tickets or travel tickets when the loss is paid for by the authority who sold **you** the tickets.

The part of any season ticket which has been used.

Loss due to a mistake or neglect or loss of value.

Losses **you** do not report to the police as soon as reasonably possible after **you** discover them.

Loss of **bank cards** which **you** do not report to the company who issued them as soon as reasonably possible on discovery or as soon as their office hours allow.

Loss of **money** or **bank cards** from domestic outbuildings or garages.

### 18 Any amount over £250.

Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the contents are damaged by the same cause at the same time.

### 19 Any amount over £500.

### 20 Any amount over £250.

## What is covered

- 21** Loss of oil and metered water.  
We will pay for loss of oil or metered water following **accidental damage** to **your** domestic water or fixed heating installations at **your home**.
- 22** Compensation for accidental death.  
We will pay £5,000 if **you** die as a result of violence from thieves or a fire in **your home**. **Your** death must happen within three months of the accident or incident.
- 23** House Removal.  
Accidental loss or **accidental damage to contents** while they are being moved by a professional removal contractor directly from **your home** to **your new home** in the British Isles.
- 24** Wedding Gifts Cover.  
Loss or damage to gifts and provisions caused by **Events** 1-11 for one month before and one month after either the wedding of **you** or a member of **your** family.
- Cover applies while the gifts and provisions are:
- in **your home**;
  - in the building where the reception is held;
  - in the married couples home;
  - being carried between any of the places set out above.
- 25** Office Equipment.  
We will cover loss or damage caused by **Events** 1-11 insured under this **policy** to office equipment including furniture used in connection with **your** business or job.

## What is not covered

- 21** Any amount over £750.  
Loss or damage caused after your home has been left **unfurnished** or **unoccupied**.
- 22** Any amount over £5,000.
- 23** Loss or damage to:
- china, glass, earthenware and brittle items unless they have been packed by a professional packer;
  - **contents** in storage.
- Loss or damage while **contents** are transported by sea.
- Loss or damage to **contents**:
- caused by scratching, denting or bruising;
  - insured under another policy.
- Loss of **money**.
- 24** Any amount over 15% of the **contents** sum insured.
- 25** Any amount over £500 for any single item.  
Any amount over £2,500 any one claim.

## What is covered

### 26 Alternative accommodation and rent.

If **your home** is damaged by **events** 1-11 under this **policy** and it cannot be lived in, for the period necessary to put **your home** back in a fit state to live in **we** will pay for:

- Any **rent you** may have to continue to pay to **your** landlord; or
- Reasonable other expenses **you** have to pay for other accommodation.
- Reasonable expenses **you** have to pay for kennel accommodation for **your** domestic pets; and
- The necessary cost of temporarily storing the **contents**.

### 27 Tenant's liability.

- a) **We** will pay for loss or damage to **your** landlord's buildings, **contents**, fixtures and fittings which **you** are legally responsible for as a tenant following the occurrence of any of the circumstances covered by **Events** 1, 4, 6, 7, 9 and 10. **We** will also provide cover following the occurrence of any of the **Events**, 1,4,6, 7, 9 and 10 for damage to fixed items or **home** improvements **you** make to **your home** as a tenant
- b) **We** will pay for loss of damage which **you** are legally responsible for as a tenant for:
- **accidental damage** to **your** landlord's buildings, **contents**, fixtures and fittings; and
  - accidental breakage of fixed glass in windows and to doors, fanlights, skylights, splash backs, fixed sanitary ware and **accidental damage** to underground services to the **home**.

## What is not covered

### 26 Any amount over 20% of **your contents** sum insured.

### 27 The following exclusions are applicable to 27a) and 27b)

Any amount over £2,500.

Damage specifically excluded under **Events** 1,4,6,7, 9 and 10.

**Contents** not within **your home**.

Damage while **your home** is sublet.

Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.

Damage caused by normal settlement.

Damage caused by wear and tear.

Damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or renovation.

Damage caused by electronic, electrical or mechanical breakdown or failure.

Damage caused by faulty design, faulty plan, faulty specification or faulty materials.

Damage caused by gradual deterioration or loss of value.

Damage caused by over winding and damage to the inside of watches or clocks.

Damage caused by domestic animals.



## What is covered

### 28 Occupiers & Personal Liability.

We will pay all amounts **you** legally have to pay;

- a) as a private individual while in and away from **your home**
- b) because **you** live in the **home**;
- c) whilst **you** live in the territories shown in General Exclusion 1 of the **policy**; during any journey or temporary visit to any country in the world in which **you** do not own a property.

in respect of:

- a) compensation and claimant's costs and expenses; and
- b) legal costs and expenses **you** pay with **our** written permission in connection with defending any claim; arising from:
  - i) accidental **injury** to any person; or
  - ii) accidental loss of or damage to property.

If **you** die, **your** personal representative will have the benefit of this section for any liability **you** have that is covered by this section.

## What is not covered

### 28 Any amount over £2,000,000.

- 1 Liability **you** have under any agreement unless **you** would have the same liability if the agreement did not exist.
- 2 Liability which is insured by or would be insured by any other policy if this section did not exist.
- 3 Liability arising directly or indirectly out of **your** job, business, trade or profession.
- 4 Liability if **you** are injured.
- 5 Liability for fines, penalties or **liquidated damages** or aggravated, **punitive or exemplary damages** or any damages resulting from multiplying the compensatory damages.
- 6 Liability for loss of or damage to any property belonging to **you** or in **your** charge or control.
- 7 Liability for injuring an employee arising as a result of **you** employing them under a contract of service or apprenticeship.
- 8 Liability for loss, damage or **injury** caused by or arising out of the following:-
  - a **you** owning, possessing, or using (other than as a passenger) any mechanically or wind propelled or assisted vehicle (other than a self-propelled golf trolley or a pedestrian-controlled or ride-on garden tool which is not licensed for road use that **you** do not need a certificate of insurance for). This also applies for a trailer attached to the vehicle, or aircraft, hovercraft or watercraft (other than any hand-propelled boat, pontoon, sailboard or surfboard or any boat hired to **you** for no more than 12 hours and which is under 18 feet long and cannot travel faster than 17 knots).
  - b **you** owning, possessing, or using a **dangerous animal** or a specially-controlled dog.
  - c Using any horse for hunting, racing or polo.
  - d **you** being a tenant or living on any land or in any building other than **your home**, other than for temporary accommodation & **your** legal liability as tenant.

## What is covered

### 29 Identity Fraud.

**Your policy** covers legal expenses and other costs that **you** may incur in the event that **you** become aware of and can substantiate that **you** have suffered as a result of identity fraud during the **period of insurance**.

In the event of identity fraud **we** will pay **you**:

- a) Reasonable legal expenses and other costs incurred by **you** with **our** prior agreement to defend any legal proceedings brought against **you** by businesses or their collection agencies as a direct result of identity fraud
- b) Telephone and postal expenses for calls to police, financial institutions, law enforcement and credit agencies
- c) Expenses which are incurred for authenticating legal **documents** such as fraud affidavits or any similar required **documents** for police and other law enforcement agencies, financial institutions and credit agencies, to prove **your** innocence regarding any financial irregularities committed unlawfully.

### 30 Contents – Accidental damage Extension.

(**your schedule** will show cover as **accidental damage** if this **Event** is insured by **your policy**)

- a) **Accidental damage** to televisions, **home** computers and **home** entertainment equipment whilst in **your home**.

## What is not covered

- 29 Any amount over £5,000 (including any VAT) during any one **period of insurance**.

Expenses incurred without **our** prior agreement.

Any claim where **you** have been previously subjected to identity fraud which occurred before the start of the **period of insurance**.

- 30 Any amount in **excess** of £2,500 for **accidental damage** to electrical equipment.

Damage to:

- Items designed to be carried, including video cameras, camcorders, portable computer equipment, portable game players e.g. electronic games systems, and portable music players e.g. Ipods, MP3 and compact disc players
- Records, films, tapes, cassettes, discs, cartridges, styli, or computer software.

Damage caused:

- by wear and tear
- by the failure to correctly recognise or process any calendar date
- by computers or anything electrical, electronic or mechanical not working properly or breaking down
- by cleaning, repair, restoration or use against the manufacturers' instructions
- while **your home** is **unoccupied**.

## What is covered

- b** Accidental loss or damage to all other **contents** whilst in **your home**.

## What is not covered

Any loss or damage specifically excluded under **Events 1-11**.

**Contents** not inside **your home**.

Contact lenses.

**Contents** which are insured under **Events 16** – Food in freezers and **17** – **Money** and **bank cards**.

Loss or damage while **your home** is let or sublet.

Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.

Loss or damage caused by wear and tear other than to a clasp, setting or other fastening, carrier or container.

Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or renovation.

Loss or damage caused by electronic, electrical or mechanical breakdown or failure.

Loss or damage to computer discs, software, flash drives, memory sticks, records, cassettes, tapes or loss of recording.

Loss or damage arising from the malicious erasure, distortion or misfiling of any software, data or files.

Loss or damage caused by faulty design, faulty plan, faulty specification, faulty materials or workmanship.

Loss or damage caused by gradual deterioration or loss of value.

Loss or damage caused by over winding and damage to the inside of watches or clocks.

Loss or damage caused by domestic pets.

## How we settle claims

(See also General Exclusions and General Conditions.)

### 1 Items other than household linen

- a) We will pay to replace items which are totally lost or destroyed. The replacement item will be based on the specification of the original item. We will not take off any amount for wear and tear or loss of value as long as:
  - i) the **contents** sum insured is enough to replace **your contents**; and
  - ii) the replacement is carried out straight away.

If **you** do not replace the **contents** which are totally lost or destroyed straight away or if the **contents** sum insured is not enough to pay for replacement of **your contents**, the amount **we** will pay will be the market value of the totally lost or destroyed items. Market value being the amount it would cost **you** to buy items of a similar age and condition.

- b) We will pay to repair damaged items.

### 2 Household linen

- a) We will pay to replace items which are totally lost or destroyed. We will take off any amount for wear and tear or loss of value.
- b) We will pay to repair damaged items.

### 3 We will pay to remove debris.

### 4 We reserve the right to take ownership of an item or items once we have paid a claim following their loss or damage beyond repair but no item or items may be abandoned to us.

### 5 We will at **your** request consider making claims payments to **your** Managing Agent or other third parties who will then account to **you** as necessary. However, before doing so, **we** will ask **you** to provide **us** with full details of the third party together with the reason for **your** request.

## Contents Limits

The most **we** will pay for the following **contents** is shown below.

- Up to one third of the **contents** sum insured for any one claim for valuables that are not insured under the Personal Possessions section; or

- Up to 15% of the **contents** sum insured for any single valuable item or collection

## Claim

If **you** make a claim the premium **you** need to pay to renew **your policy** may be increased as a result.

## Evidence of Value

We may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under the **contents** section. Where such evidence is required this will be stated in the **endorsements** on **your schedule**.

## Matching sets and suites

We will treat an individual item of a matching set of articles or suite of furniture or sanitary fittings or other bathroom fittings as a single item.

We will pay **you** for damaged items but not for the other pieces of the set or suite which are not damaged. For example, if **you** damage one chair from a set the damaged chair will be repaired or replaced but not the whole set.

## Sum insured

The sum insured **you** choose must be equal to the full value of the **contents** insured. We will not pay more than the sum insured for loss or damage to the **contents** by any of the **Events** 1 to 13, 22 and 29.

## Index Linking

We will change the sum insured each month in accordance with the Consumer Price Index (All Items) as published by H.M. Stationery Office (or other suitable index **we** decide upon). We will not charge extra premiums on any index-linking adjustments during the **period of insurance**. We will work out the renewal premium on the new sum insured, which applies on the first day of the renewal month.

We will not reduce the sum insured if an index should fall.

# Personal Possessions Section

## The meaning of words

### Personal Possessions

Private property and personal items **you** normally wear or carry which **you** own or for which **you** are responsible, including sports equipment, gold and silver items, clothing, baggage, jewellery, watches, musical instruments, photographic equipment, telephones (but excluding airtime and hands free accessories) and contact lenses.

Personal Possessions does not include camping equipment, dentures, pedal cycles with an individual value over £500; (unless insured as a **specified personal possession**), vehicles, watercraft, aircraft, musical instruments used professionally or semi-professionally, domestic appliances, furniture, furnishings and household goods or equipment or goods used in connection with **your** occupation, business, trade or profession.

**Geographical limits** – British Isles, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles.

**Home** – The private residence and gardens at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence, built of **standard construction**.

**Injury** – bodily **injury**, death, disease, illness or shock.

**Money and Bank Cards** – Cash, bank or currency notes, cheques, postal or **money** orders, postage stamps, National Savings stamps and certificates, travellers cheques, credit, cash or cheque cards, season tickets and travel tickets which you own and hold for social and domestic purposes.

**Specified Personal Possessions** – Personal possessions which you own or for which you are responsible that are not covered which are listed on **your schedule** under **specified personal possessions**.

**Standard Construction** – means the buildings of **your home** built of brick, stone or concrete and roofed with slate, tile, metal, concrete or asphalt (or other roofing materials if part of a flat roofed extension that is no larger than 25 square metres).

**You, your,** – The person(s) named as the insured in the **schedule**, their partner(s) and members of their family permanently living with them, during the insurance period at the **home** at the address shown in the **schedule**.

## What is covered

We will pay for loss or damage to **personal possessions** that are covered by this section as shown in **your schedule**, which **you** own or are responsible for while **you**:

- 1 are within the **geographical limits**; and
- 2 travel elsewhere in the world for up to 60 days in any one year of insurance.

## What is not covered

The first £100 of each claim unless a different amount is shown on **your schedule**.

Loss, damage, **injury** or liability shown in the General Exclusions.

Loss or damage caused by wear and tear, other than loss of or damage to any item resulting from wear and tear of a clasp, setting or other fastening, carrier or container.

Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, vermin, dyeing, cleaning, repair or renovation.

Loss or damage caused by electronic, electrical or mechanical breakdown or failure.

Loss or damage caused by faulty design, faulty plan, faulty specification, faulty materials or workmanship.

## What is covered

## What is not covered

Loss or damage caused by gradual deterioration or loss of value.

Loss or damage caused by over winding and damage to the inside of watches or clocks.

Loss or damage to musical instruments caused by atmospheric conditions or very hot or very cold temperatures.

Breakage of musical instrument strings or reeds.

**Money and Bank Cards** (for **money** cover refer to **Event 17** of the **Contents** Section).

Loss or damage caused by theft or attempted theft from any unattended vehicle unless all windows and sunroofs are securely closed and all doors and the boot are locked.

**Personal possessions** must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.

Any amount over £1,000 for theft or attempted theft from any unattended vehicle.

Theft or attempted theft which does not involve force and violence to get into or out of **your home** while it is let or sublet in part or whole.

Theft of pedal cycle accessories unless stolen with the cycle.

Theft of a pedal cycle unless a locking device is used to secure the cycle when it is left unattended elsewhere than at **your home**.

Loss of or damage to skiing or underwater equipment while **you** are using it.

Loss of or damage to sports equipment whilst in use.

Loss or damage to audio, communication or navigational equipment unless it is designed to be portable and it has an independent means of operation and power source.

## How we settle claims

The way **we** settle claims will be the same as that described under the Contents Section.

The most **we** will pay for any single item or collection insured under **unspecified personal possessions** is £1,500 unless stated otherwise on **your schedule**.

## Evidence of Value

**We** may require **you** to provide evidence of value if **you** need to claim for loss or damage to certain items insured under this section. Where such evidence is required this will be stated on **your schedule**.

# General Exclusions

The following exclusions apply to the whole **policy**.

The **policy** does not cover the following

## 1 Geographical limits

Damage, **injury** or liability arising out of any **event** outside Great Britain, the Channel Islands or the Isle of Man, unless **we** say differently.

## 2 War

Damage, liability, death, injury, disability or any loss caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## 3 Radioactive contamination

Damage to any property, or any legal liability caused by:

- a ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel; or
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

## 4 Sonic bangs (not applicable to liability claims)

Damage caused by pressure waves from aircraft and other flying devices travelling at or above the speed of sound.

## 5 Pollution or contamination

Damage caused by or resulting from pollution or contamination, other than damage caused by:

- a pollution or contamination which results from damage by a cause which is insured by this **policy**; or
- b damage by a cause which is insured by this **policy** which results from pollution or contamination.

## 6 Market value

Any loss of market value after an item is repaired or replaced.

## 7 Date recognition and computer viruses

Costs in relation to any claim arising directly or indirectly from electronic equipment, whether belonging to **you** or not, failing at any time due to

- a failure to correctly recognise, accept, respond to, retrieve, retain or process any data representing a date or part of a date; or
- b computer viruses

Electronic equipment includes:

- a any computer equipment, system or software;
- b any product, accessory, equipment or machinery containing, connected to or operated by means of a data processor chip.

## 8 Terrorism

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

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

## 9 Theft

Loss or damage:

- a resulting from theft or attempted theft by **you**.
- b suffered as a result of being deceived into knowingly parting with **your** property.

## 10 Pre-existing damage

Loss, damage, **injury** or liability as a result of an **Event** which happened before the cover under this **policy** started.

## 11 Confiscation

Loss or damage caused by officials or authorities confiscating or holding **your** property.

## 12 Wilful acts

Loss or damage caused by **your** wilful act.  
Applying to all sections of this **policy**.



# General Conditions

The following conditions apply to the whole **policy**.

## 1 Premium

**You** must pay the premium or any agreed instalment when **we** ask.

## 2 Taking precautions

**You** must keep any property **you** insure in a good state of repair and take all reasonable steps to prevent accidents, **injury**, loss and damage.

## 3 Claims

If **you** need to make a claim, **you** must do the following.

- Tell **us** as soon as possible about the **Event** and give **us** any information **we** may need. Ring 0844 893 8360 to make **your** claim. If **you** are abroad and would like to contact **us** to make a claim please call +44 (0) 203 118 7777.
- Tell the police about any damage caused by theft or attempted theft or malicious damage.
- Allow **us** to enter, take or keep possession of any property where the damage has happened. **We** can also deal with any insured property in any way **we** think is appropriate. However, **you** must not abandon any property and leave it to **us**.
- Carry out and allow **us** to take any action **we** need to prevent more damage.
- Tell **us** as soon as reasonably possible about any prosecution, inquest or enquiry connected with any **injury** or damage.
- Not pay or offer or agree to pay any **money** or admit responsibility without **our** permission.
- Allow **us**, in **your** name, to take over and control all negotiations and proceedings which may arise for any claim.
- Allow **us** to take any necessary action to enforce **your** rights against any other person. **We** will pay any costs or expenses involved.

**We** will not pay any claims under this insurance unless **you** have kept to this condition. If **we** have already paid **you** for a claim, **we** may ask **you** to repay **us**.

## 4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any plans, **documents**, books and information **we** ask for. **We** do not have to repair or replace the property as it was. The most **we** will pay for any one item is the sum insured.

## 5 Other insurances

If at the time of any claim **you** have other insurance covering the claim, **we** will only pay **our** share of the claim.

## 6 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, **you** will forfeit all rights under the **policy** and all cover will cease. In such circumstances, **we** retain the right to keep the premium paid.

## 7 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

## 8 Automatic reinstatement

If **you** make a claim, **we** will not automatically reduce the sums insured by this **policy**, as long as:

- a the amounts to be reinstated during any one **period of insurance** are not more than the amount of the sum insured;
- b **you** take any reasonable measures **we** suggest to prevent further damage; and
- c **you** pay the appropriate extra premium.

## 9 Rights of Parties

A person or company who was not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation 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 such Act.

## 10 Automatic renewal

If **you** pay your premium by instalments utilising premium finance facilities offered by Home & Legacy **we** will contact **you** or **your** insurance intermediary in good time before **your policy** expires with full details of the premium and terms.

If **you** do not want to renew **your policy**, or do not want to continue to pay **your** premium by instalments you will be asked to contact Home & Legacy or **your** insurance intermediary before **your** renewal date with clear instructions.

If **you** do not respond on or before **your** renewal date **we** will automatically renew **your policy**.

If **we** decide not to renew **your policy** **we** will notify **you** of this in writing before the renewal date.

This automatic renewal process only applies if **your** premium is paid by instalments utilising premium finance facilities offered by Home & Legacy.

### 11 Changing your details

**You** must tell **us** as soon as reasonably possible about any changes that may affect **your policy** cover. If **we** are not advised of changes in circumstances, this may affect **your** ability to claim under the policy Here are the changes **you** should tell **us** about:

- **You** changing **your** insured address;
- **You** change **your** name;
- **You** changing occupation/s or the trade in which **you** work;
- If **you** or any of **your** family members permanently living with **you** are convicted of any criminal offences (other than motoring offences) or have any prosecutions pending for any non-motoring criminal offences;
- If **you** have been declared bankrupt;
- If **your home** is not in a good state of repair;
- If **you** intend to use **your home** for any reason other than private residential purposes or any professional purposes other than clerical work or art related work;
- If **you** intend to let, or sub-let **your home**;
- If **your home** will not be lived in by **you** for a period of more than 30 consecutive days in a row;
- If there is any building work planned at **your home**;
- If the type of locks, safe or alarm changes;
- If the **your home** is no longer self-contained with its own lockable entrance;

- If the values to be insured change as a result of new purchases, **you** no longer owning insured property or because **you** have made improvements to **your home**.

**We** may re-assess **your** cover and premiums when **we** are told about changes in **your** circumstances. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and **your policy** will be cancelled in line with the provisions of General Condition 12. If **you** do not tell **us** about changes or give **us** incorrect or incomplete information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In certain circumstances **your policy** might be invalid, and **you** may not be entitled to a refund of premium.

### 12 Cancellation

**We** may cancel **your policy** if there are grounds to do so by sending **you** 14 days' notice in writing by recorded delivery to **your** last known address.

**We** may cancel **your policy** if:

- a) **we** are made aware of changes in **your** circumstances which mean that it is not possible for **us** to continue to provide cover under **this policy**.
- b) **you** fail to meet one or more of the terms and conditions of **your policy**, and if **we** agree with **you** that it is possible for **you** to rectify such breach(es), where **you** have not fully complied within the time period **we** specify to **you** in writing;
- c) any additional terms and conditions which **we** set out as a requirement for providing **your** insurance cover, by including an endorsement to **your policy**, where such additional terms and conditions have not been complied with; or where **we** have given **you** time to comply with the terms and conditions, if they have not been complied with within the time period **we** specified;
- d) If **we** discover that **you** misrepresented information or facts **you** gave to **your** insurance intermediary or to **us** for the purpose of providing the insurance cover under **your policy**, for example, if **you** gave **us** information that **you** knew to be untrue; or incomplete and if **we** had been made aware of such information it would have led to **us** not entering into the insurance contract in the first place.

If we cancel **your policy** you will be entitled to a refund of the premium paid, subject to a deduction for the time you have been covered unless you have made a claim or an event has occurred which could result in a claim, in which case we will be entitled to retain the premium due for the period of insurance.

If we cancel **your policy** the administration charge to cover Home and Legacy's costs will not apply.

If we exercise our right to cancel **your policy**, this will not prejudice your rights in respect of an **Event** which occurred before the date of cancellation.

We also reserve the right to terminate **your policy** in the event that there is a default in instalment payments due under any linked loan agreement by sending you 14 days' notice in writing to your last known address.

### 16 Financial Sanctions

We will not provide any cover or be liable to make any payment or other benefit under **your policy** where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** we may cancel **your policy** immediately by giving you written notice at your last known address. If we cancel **your policy** we will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

This policy wording can be made available in large print, audio or Braille.

Please contact Home & Legacy on 0844 893 8360 who will be pleased to organise an alternative for you.



