

**Please read this information carefully and keep it safe with your policy documents.**

We have made some changes to the Ultra Home policy wording. These changes apply to the documents with version reference codes **ACPERHL1478/3 01.16** and **ACPERHL1478/4 08.16**. The changes will apply from your first renewal on or after **1<sup>st</sup> February 2017**. Please ensure you read the changes carefully as they form part of your contract of insurance.

**If you'd like a copy of the latest version of policy wording with the changes included we can send or email a copy to you upon request or you can download one from our website at [www.homeandlegacy.co.uk](http://www.homeandlegacy.co.uk)**

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## Things we need to tell you about

The insurer for Section 6, Home Emergency Assistance has changed their name from AGA International SA to AWP P&C SA.

### THE INSURERS OR SERVICE PROVIDERS

Section 6, Home Emergency Assistance is underwritten by AWP P&C SA and is administered in the United Kingdom by Allianz Global Assistance.

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## Data protection - how we use your information

The Data Protection information has been updated. The changes are shown in **bold** below. All other paragraphs remain unchanged.

### Insurance administration

Information you supply may be used for the purposes of insurance administration (including claims processing and payment), by **us, our** associated companies, service providers and agents, by reinsurers, **Home & Legacy** and your insurance intermediary. The information may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing **our** compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. **Where this happens we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it**

### Credit searches and use of third party information

In considering your application, to assess insurance risk, to prevent fraud, to check your identity and to maintain policy records, **we** may search files made available to **us** by credit reference agencies who may keep a record of that search. **We** may also pass to credit reference agencies information **we** hold about you and your payment record. The information may be used by other credit lenders for making credit decisions about you and the people with whom you are financially associated for fraud prevention, money laundering prevention and for tracing debtors.

Credit reference agencies share information with other organisations enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud.

**We** may ask credit reference agencies to give a credit scoring computation. Credit scoring uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are used by **us**, acceptance or rejection of your application will not depend only on the results of the credit scoring process.

**We may also use information relating to you and your property supplied to us by other third parties.**

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## How your cover works - If you are not satisfied

The procedure for making a complaint has been updated as below.

### Making a complaint

**Our** aim is to deliver an excellent service, every time, but if you believe **we** have not delivered the service you expected or have any concerns about **our** service and wish to make a complaint, let **us** know by contacting:

The Customer Satisfaction Manager  
Home and Legacy Insurance Services Limited  
500 Avebury Boulevard  
Milton Keynes  
Bucks MK9 2LA  
Telephone: 0344 893 8360 or if you are calling from overseas +44 (0) 20 3118 7777  
Email: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk)

If your complaint is about the service you have received from **Home & Legacy**, **we** will investigate it and tell you who is dealing with your complaint. This individual will have been fully trained to deal with the matter in an objective way.

If your complaint relates to the service provided by your insurance intermediary, the insurers, any of **our** agents or any provider of services you are entitled to under this policy, your concerns may be passed on to them for investigation. **Home & Legacy** will monitor the progress of their investigation into the resolution of your complaint. Complaints which the insurers are required to resolve will be passed on by **Home & Legacy** who will tell you if your concerns are redirected for investigation into your complaint.

Registered address: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Registered in England No. 3007252.  
Home and Legacy Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.  
Financial Services Register number 307523. A member of the British Insurance Brokers Association.

Calls may be recorded for our joint protection, training and/or monitoring purposes

If the insurer for Sections 1 to 3 of your policy is a Lloyd's syndicate (refer to your policy schedule) you may also direct your complaint to:

Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA

The aim is to resolve your concerns within twenty-four (24) hours, but where this is not possible, your complaint will be acknowledged in writing promptly.

If the situation has not been resolved within eight (8) weeks you will be given information about the Financial Ombudsman Service. 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 Ombudsman about your options, or you may wish to seek your own professional or legal advice. The Financial Ombudsman Service can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Telephone: 0300 123 9 123. This number may not be available from outside of the UK, so from abroad please call +44 20 7964 0500.

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

For products or services purchased online The European Commission operate an online dispute resolution service for consumers who have a complaint. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service. The Online Dispute Resolution Service can be accessed at <http://ec.europa.eu/odr>. Please quote the email address: [info@homeandlegacy.co.uk](mailto:info@homeandlegacy.co.uk). Alternatively, you can contact the Financial Ombudsman Service directly.

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

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## Sections 1 to 3 – Buildings, contents & your liabilities, What our words mean

We have added a new definition for 'Insured event' as follows.

### Insured event

A circumstance arising during the period of insurance which results in loss, damage or liability which **we** have agreed to pay for.

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## Section 1 – Buildings, What is not covered

The second exclusion has been amended to give greater clarity as follows.

We will not pay for:

- Loss or damage caused by flood, storm or pressure of snow to fences, gates (excluding driveway gates), gazebos, pergolas, hedges or trees, shrubs, lawns and plants growing in the open. This exclusion does not apply in respect of loss or damage resulting from impact by falling trees or branches.

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## Section 1 – Buildings

We had added a new cover, Additional Cover 12, Guaranteed rebuilding cost.

ADDITIONAL COVER 12

WHAT IS COVERED

### Guaranteed rebuilding cost

If a satisfactory risk appraisal survey has been carried by a Risk Management Surveyor who was appointed by **us**, and any adjustments to the **buildings** sum insured as suggested by the surveyor have been effected by **you**, **we** will pay the full cost of rebuilding or repairing any damage to the **buildings** following an **insured event**, even if the cost involved is higher than the **buildings** sum insured that is specified on **your** policy schedule for Section 1, Buildings.

WHAT IS NOT COVERED

The guarantee does not apply:

- for listed buildings;
- if **you** have made any additions, alterations or improvements to the **buildings**, following the risk appraisal surveyor's visit which **we** have not been made aware of.

## Section 2 – Contents, What is not covered

The exclusion for motor vehicle accessories is amended as follows.

### WHAT IS NOT COVERED

- Loss of damage to:
  - motor vehicle accessories except for those items kept within the **buildings** of your **home** at the time of loss or damage

## Section 2 – Contents, Additional cover 1

For Additional cover 1, **Outdoor items**, what we cover is amended to read:

### WHAT IS COVERED

#### Outdoor items

We will pay for loss of or damage to **outdoor items** within the boundaries of the **home**.

Under 'What is not covered' the exclusion (as below) is deleted:

### WHAT IS NOT COVERED

Loss or damage caused by:

- flood or storm;

## Section 2 – Contents, Additional cover 10

For Additional cover 10, **Halls of residence or residential care** the second exclusion under 'What is not covered' is amended to read:

### WHAT IS NOT COVERED

- Loss or damage caused as a result of accidental damage to items when in any premises **you** occupy other than **your** home whilst at university, college or school.

## Section 2 – Contents, Additional cover 15

For Additional cover 15, **Additional properties** the limit of cover is amended to:

#### Limit of cover

Cover is limited to one **insured event** during any one period of insurance.

## Section 3 – Your liabilities, Part C -Your liability to domestic employees

Under 'what is not covered' the second exclusion (as below) is deleted:

### WHAT IS NOT COVERED

Liability arising:

- from any other hazardous activity;

## Sections 1 to 3 – Buildings, contents & your liabilities, General Exclusions

The General Exclusions '**Pollution**' and '**Uninsurable Risks**' are amended to read as follows.

**We** do not cover:

- **Pollution or contamination**  
Loss, damage, liability, cost or expense of any kind directly or indirectly caused by pollution or contamination unless it results directly or indirectly from an **insured event**.
- **Uninsurable risks**  
Loss, damage, liability, cost or expense of any kind directly caused by or resulting from the following. However **we** will cover any loss, damage, liability, cost or expense which arises indirectly as a result, unless another exclusion applies elsewhere:
  - wear and tear, corrosion; fungus; moth or **vermin**; **mould**; wet or dry rot or anything which happens gradually;
  - the process of alteration; cleaning; renovation; repair or restoration other than by you or someone permanently employed at the **home** by **you**;
  - poor or faulty specification or design, workmanship or materials;Loss, damage or liability that is insured under any other more specific policy;  
Any loss, damage or liability that happened before cover under this policy started.

## Sections 1 to 3 – Buildings, contents & your liabilities, General Conditions

We have made some changes to the General Conditions as shown below.

- 1) The second paragraph of the condition '**Change of circumstances and information**' is amended to:

### **Change of circumstances and information**

If **you** are unsure whether a change in circumstances or changes to any information **you** have previously given **us** may affect your insurance cover **you** should contact **your** insurance intermediary, or if **you** do not have an insurance intermediary, **Home & Legacy**. The changes **you** must tell **us** about include, but are not limited to:

- 2) We have restated the condition '**Fraud**' to read:

### **Fraud**

If **you** or anyone acting for **you**:

- i knowingly makes a fraudulent or exaggerated claim under the policy; or
- ii knowingly makes a false statement in support of a claim; or
- iii knowingly submits a false or forged document in support of a claim; or
- iv makes a claim for any loss or damage caused by **your** wilful act or caused with **your** knowledge, agreement or collusion.

Then, **we** may:

- refuse to pay **your** claim.
- be entitled to recover from **you** the any amount of any fraudulent claim **we** have paid under the policy since the date **you** first started **your** cover.
- automatically cancel **your** policy without giving **you** notice by treating it as if it never existed.
- not allow a return of any premium paid.
- inform the police of the circumstances.

In such circumstances **we** retain the right to keep the premium paid.

- 3) We have revised the condition '**Our cancellation Rights**' as follows:

### **Our cancellation rights**

If **we** discover that **you** misrepresented information or facts **you** gave **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 **we** may automatically cancel **your** policy without giving **you** notice by treating it as if it never existed.

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

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

- **we** are made aware of changes in **your** circumstances or information which mean that it is not possible for **us** to continue to provide cover under this policy;
- **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;
- 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.

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 & Legacy's** costs will not apply.

If **we** exercise the right to cancel **your** policy, this will not prejudice **your** rights in respect of an insured 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** fourteen (14) days notice in writing to **your** last known address.

- 4) The condition '**Underinsurance and inflation protection**' has been adjusted to make it clear that for **contents** **we** do not adjust the sum insured for **fine art, antiques and collectables** or **jewellery and watches**.

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## Sections 1 to 3 – Buildings, contents & your liabilities, How to make a claim

The final bullet point is amended to read:

- If, following an **insured event** **you** have the option to claim under Section 1, Buildings, Section 2, Contents or Section 3, Your liabilities of this policy **you** can choose to submit the claim under whichever Section is most beneficial for **you**.

## Section 4 – Legal Expenses

The cover under Part 4, Property Disputes cover now provides additional cover to include the costs of you defending legal action against your opponent. What is covered is amended to read:

### WHAT IS COVERED

We will pay the costs of you taking or defending legal action against **your** opponent in a dispute arising from a breach of **your** legal rights to do with owning or using **your** home.

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## Section 4 – Legal Expenses, General Conditions

General Condition 10, **Fraud** is restated as below:

### 10 Fraud

If **you** or anyone acting on **your** behalf:

- a. makes any false or fraudulent claim;
- b. makes any exaggerated claim;
- c. supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d. makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused;

We will:

- i. refuse to pay the whole of the claim; and
- ii. recover from **you** any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating the Section as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses a. to d. above. In that event, **you** will:

- a. have no cover under the Section from the date of the termination; and
- b. not be entitled to any refund of premium.

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## Section 4 – Legal Assistance Services

This legal helpline service is now provided by **us** and/or DWF LLP ('DWF') of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

## Other Important Information

### Insurance Premium Tax (IPT)

Please note the standard rate of insurance premium tax (IPT) increased from 9.5% to 10% effective 1st October 2016.

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### Flood Re

Please note the premium for policies renewed on or after 1<sup>st</sup> April 2016 include an additional charge (enforced by the UK government) to contribute towards a pool of money referred to as the Flood Re Scheme. The fund will be used to assist many homeowners living in areas at risk of flooding to obtain affordable insurance. You can find out more from the Association of British Insurers. <https://www.abi.org.uk/Insurance-and-savings/Topics-and-issues/Flood-Re/Flood-Re-explained>

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### Before renewing your policy

Please check your Renewal Schedule and Statement of Facts documents very carefully to ensure they are complete, correct and fully reflect your current circumstances/requirements. **It is very important to fully review and consider any endorsements and/or terms that are noted on the Renewal Schedule as failure to comply with the terms and conditions they impose could invalidate your cover.**

The insurers need to be informed about any changes to the information shown or if the information is incorrect or incomplete. If they are not informed this may affect your ability to claim under the policy

Your buildings and overall contents sums insured should also be reviewed to ensure they will remain adequate. Our **contents checklist** may be useful for this purpose. It will also be useful to review 'what our words mean' within the policy wording to be certain that you understand what buildings and contents include. **Index linking is not applied to fine art, antiques, collectables, jewellery or watches, so fluctuations in the value of art, precious metals and gemstones should be considered.** The prices of jewellery & watches and the general price of gold & silver have increased significantly over recent years so regular valuation of items is important to ensure sums insured remain adequate.

Please note if the total value of jewellery & watches within your overall contents sum insured is £75,000 or greater (excluding items which you keep permanently in a vault or bank safe), the insurer will require you to install an approved safe at your home.

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