



Clear Home Advance insurance



Contents

Introduction	1
Privacy Policy	2
How your cover works	2
Changes to your circumstances	2
How to make a claim	2
Financial Services Compensation Scheme	3
What to do if you are not satisfied	3
Renewing your policy	3
Cancellation	3
Protecting your home and belongings	4
Unoccupancy	5
Underinsurance	5
Complaints Procedure	6
The meaning of words	7-8
The Cover Provided	
Buildings	9-12
Contents	13-19
Personal Possessions	20
General Exclusions	22
General Conditions	23-24
Family Legal Expenses Insurance	25-33

Welcome to LV= Broker

Thank you for choosing LV= Broker Clear Home Advance insurance. We hope you'll be happy with the cover and service you get from us. This booklet tells you everything you need to know about your insurance, please keep it safe with your schedule and certificate of insurance.

A little bit more about us...

LV= and Liverpool Victoria are registered trademarks of Liverpool Victoria Financial Services Limited and LV= Liverpool Victoria are trading styles of the Liverpool Victoria group of companies. Your policy is underwritten by Highway Insurance Company Limited, part of the Liverpool Victoria General Insurance Group. You can find out more about us at www.LVbroker.co.uk/customers

Introduction

Your Clear Advance insurance policy is made up of several parts which must be read together as they form **your** contract. Please take time to read all parts of this policy to make sure they meet **your** needs, and that **you** understand the cover provided, and the general exclusions and general conditions that apply. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact **your Insurance broker**.

The parts of the policy are:

- this Introduction, the General Exclusions and General Conditions, all of which apply to all sections of the policy;
- the sections of cover selected by **you**, including the Meaning of Words, the Exclusions and Conditions which apply to the section;
- the **schedule**, which includes all **endorsements** applied to the policy while the policy is in force.
- the Statement of Insurance (The Statement of Insurance is the record of the information **you** have provided **us** with).

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**.

We will insure **you** in accordance with and subject to the terms of this policy, in consideration of the payment to **us** of the premium for the **period of insurance**.

Privacy Policy

A summary of how we use personal information

Highway Insurance Company Limited is the controller of personal information. **We'll** keep **you** informed about how **we** use personal information in the document 'Privacy Policy', which is available:

- online at www.LVbroker.co.uk/customers/data-protection

You have a number of rights concerning personal information. **You** can ask for a person to *review* an automated decision, and in certain circumstances to:

- *access* the personal information **we** hold about **you** or anyone on the policy.
- *correct* personal information **you** think is inaccurate or to update information **you** think is incomplete.
- have personal information *deleted* in certain circumstances.
- *restrict us* processing personal information, under certain circumstances.
- receive personal information in a *portable* format. This only applies to information **you** have provided to **us**.
- *object to us* processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, LV=, County Gates, Bournemouth, BH1 2NF or email **us** at GICustomerSupport@LV.co.uk

You can also contact **our** Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at GIdataprotection@LV.co.uk

How your cover works

We will insure **you** within the conditions of **your** policy for those sections named in the **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

Please tell **your insurance broker** at **your** first opportunity if there are any changes to **your** circumstances which could affect **your** insurance.

Please refer to General Condition 11 on page 33 of this policy, where **you** will find a list of changes that **you** must tell **us** about. If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

How to make a claim

- 1 Check **your schedule** and this policy, which give details of what is covered and what is not covered.
- 2 Follow the General Conditions on page 32 of this policy.
- 3 Please ring **our** Household Claims Centre on **0800 681 6367** at **your** first opportunity . to notify us of **your** claim.
- 4 **You** can make any temporary repairs to prevent further loss or damage. However, until **you** have discussed **your** claim with **us we** are unable to confirm that the loss or damage is covered by **your** policy. **You** should keep a copy of the invoices relating to the temporary repairs as they may form part of **your** claim. It would be helpful if **you** could take photographs of the damage. **We** must have the chance to inspect the damage before **you** carry out permanent repairs.
- 5 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. If **you** receive any correspondence in relation to the claim, do not respond directly to it, please forward it on to **us** (This could include any claim form, summons to appear in court or other legal document). Do not admit **you** are responsible.
- 6 Any permanent repairs made by **our** approved suppliers are guaranteed.

If **you** have any questions, please contact **your Insurance broker**.

If you have a domestic emergency 0800 633 5423 (24 hours a day, 365 days a year)

If **you** or **your** family suffer a domestic emergency in **your home**, such as a blocked toilet, hot water or heating failure, call **our** Domestic Emergency Assistance helpline. Please have **your** policy details and information about the emergency ready when **you** call.

A trained operator will be on hand to help and advise **you**. If required, they will arrange for emergency assistance or repairs to be completed by an approved tradesperson.

If **you** use this service, **you** will be responsible for paying the tradesperson's charges and any costs of materials incurred. If the damage is covered by **your** insurance policy **you** may be able to claim these costs as part of any claim **you** submit.

How your cover works (continued)

Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

What to do if you are not satisfied

We will make every effort to give **you** an excellent service. However, if **our** service falls below the standard **you** expect, and **you** wish to make a complaint, please follow the procedure on page 9 of this policy document..

Renewing your policy

Adequate home insurance cover is essential in protecting **your** property and the **contents** inside it against many unexpected events such as flood, **subsidence**, theft or **storm**. Individual insurers will form their own view on what is an acceptable risk to them and this may affect **your** ability to obtain cover with another insurer. Please make sure that **you** have arranged adequate alternative insurance before allowing this policy to expire.

Reflection Period (applicable to new policies and renewals)

You or **your Insurance broker** may cancel this policy within 14 days of the date **you** receive it. **You** can do this by contacting the **Insurance broker** through whom **you** arranged this insurance. If **you** choose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will only charge a pro-rata premium plus Insurance Premium Tax at the prevailing rate, except where an incident has occurred that has reached the **sum insured** under the **buildings or contents** section, in which case the full annual premium will be payable to **us**.

Cancellation (outside the Reflection Period)

We or **your Insurance broker** may cancel this policy by giving **you** seven days notice in writing to **your** last known address. If this happens **we** will refund the part of the premium that **you** have not yet used.

We or **your Insurance broker** may cancel **your** policy where there are serious grounds to do so, this includes, but not limited to;

- failure to meet the terms and conditions of this policy;
- where **you** are required in accordance with the terms of

your policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;

- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- changes to **your** policy details or circumstances that **we** do not cover under **our** policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of our staff or suppliers.

We or **your Insurance broker** may cancel **your** policy immediately if:

- **we** identify misrepresentation or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- **we** identify **your** involvement in or association with insurance fraud and/or financial crime.

If a claim has been made or misrepresentation, fraud or financial crime identified, **we** will cancel **your** cover but may not refund any premium.

You may cancel this policy by contacting the **Insurance broker**. If **you** cancel the policy outside the reflection period, **we** will provide a pro-rata refund based on the annual premium payable plus Insurance Premium Tax, as long as **you** have not claimed during the current **period of insurance**. Where an incident has occurred which may give rise to a claim, the full annual premium will be payable to **us**. If the amount due when **you** cancel the policy is more than the amount **you** have paid, **you** must pay the difference.

Protecting your home and belongings

We offer the following hints on precautions worth taking.

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.

How your cover works (continued)

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 0345 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

- 1 Lag exposed water pipes and tanks in the roof area.
- 2 Turn off the water and drain the system if **you** leave **your home** without heat in winter.
- 3 If pipes freeze despite **your** precautions, thaw them out slowly using hot water bottles. Never use a blowlamp.

If **you** would like information on anything mentioned above or anything affecting this policy, contact **your insurance broker**, who will be happy to assist **you**.

Security

- 1 Never leave keys in the lock (other than for ease of exit at night), hanging inside a letterbox or hidden outside the home.
- 2 When upstairs, avoid leaving doors and windows open downstairs.
- 3 Don't leave small **valuables**, **money**, handbags, wallets and purses where they can be easily seen from outside.
- 4 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.
- 5 Never leave ladders or tools lying around, these will encourage rather than deter an opportunist thief.
- 6 Close and lock all garages, sheds and other outbuildings.
- 7 Join a local Neighbourhood Watch Scheme or consider starting one in **your** area.
- 8 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.

- 9 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.
- 10 Keep a record of **your** possessions, for example, the serial numbers of televisions and video recorders, and use a security marker which writes in invisible ink to mark **your** postcode and house number (this ink can only be read under ultraviolet light). Retain copies in a safe location.
- 11 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** property 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 fire and attack. For most safes, the awarded cash rating can be multiplied by ten in order to find the equivalent **valuables** limit e.g. Cash rating £1,000 = **valuables** rating £10,000. A safe supplier will be able to advise **you** on the type of safe that is best for **your** needs.

Further information on protecting **your home** can be found on the following Home Office websites:
www.crimereduction.homeoffice.gov.uk/cpghs.pdf
 and www.homeoffice.gov.uk/secureyourhome

Unoccupancy

What is an unoccupied home?

We define **unoccupied** as 'not having been lived in by **you** or a member of **your** family or any other person with **your** permission for more than 60 days in a row, or does not have sufficient furniture or services for normal living purposes'. Visiting the property or the occasional overnight stay does not constitute occupancy.

Why do you need to know if my home is unoccupied?

When **your home** is empty for a prolonged period, the risk of incidents such as theft, malicious damage and escape of water increase, as there is no one there to prevent it from happening or getting worse. An unoccupied home carries a higher risk of damage too. For example, if a pipe bursts and there's no one there to notice it, the resultant damage could be a lot worse.

How your cover works (continued)

What impact will it have on my policy?

The following covers are excluded if **your** property has been **unoccupied** for more than 60 days in a row:

- Escape of/freezing water.
- Theft or attempted theft.
- Malicious damage.
- Glass and sanitary fittings.
- Tenant's liability.

What should I do if my property becomes unoccupied?

Please inform **your broker** at the first opportunity if **your** property is to become **unoccupied** for more than 60 consecutive days (renovation works, moving out pending the sale of the property etc). In some circumstances **we** may not be able to continue **your** policy. Where this happens **you** will be told and the policy will be cancelled in line with the cancellation procedure stated on page 6.

Should I tell you if I go on holiday?

If **you** go on holiday and the property will not be **unoccupied** for more than 60, days you do not need to tell **your broker**. If the property will not be lived in whilst **you** are away, **we** do advise that you:

- Keep your **valuables** out of sight and do not leave them where they can be easily seen. Always lock them away where possible.
- Ask a trusted individual to visit **your** property on a weekly basis to check for problems and collect post. This will ensure any problems do not go unnoticed and it will not be obvious that no one is at home.
- Leave the heating on at a constant low temperature at all times throughout cold months to reduce the risk of pipes freezing and bursting.
- During warmer months, turn off the water supply at the mains to reduce the risk of water leaks.

any claim payment could be reduced or see a claim rejected, and possibly even see the policy cancelled if **your contents** are underinsured.

What should I do if I think I'm underinsured?

Please **inform your broker** at the first opportunity if **you** believe that **your sum insured** and cover levels are not adequate. In some circumstances, **we** may not be able to continue **your** policy. Where this happens, **you** will be told and the policy will be cancelled in line with the cancellation procedure stated on page 3. If **we** are able to continue the policy, **your** cover will be amended, however, there may be an additional premium to pay and/or an administration fee applicable.

Underinsurance

What is underinsurance?

Underinsurance is when someone does not have adequate insurance to cover the cost of damage or loss to their possessions. For example, a home with contents valued at £100,000 but insured for only £50,000 is 50% underinsured.

What impact will it have on my policy?

Many people are underinsured without knowing it, due to forgetting everyday items such as carpets and curtains, and underestimating the value of higher valued items, such as jewellery.

It is very important to ensure that **your contents** are insured for their full replacement value as new, as there is a risk that

Complaints Procedure

Our aim is to get it right first time, every time. If **you** have a complaint, **we** will try to resolve it straight away but if **we** can't **we** will always confirm to **you** the receipt of **your** complaint within five working days. If **we** cannot resolve it within this time **we** will provide **you** with fortnightly updates on the current status of **your** complaint.

If **we** are unable to resolve the problem, **we** will provide **you** with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

If **you** have a complaint about **buildings, contents** or **personal possessions** contact:

The Customer Care Department
Highway Insurance
69 Park Lane
Croydon
Surrey
CR9 1BG

Phone: 0800 633 5386 For Text Phone please dial 18001 first.

Email: complaints@lvbroker.co.uk

You have the right to refer your complaint to the Financial Ombudsman Service, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

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

Using **our** complaints procedure or contacting the Financial Ombudsman Service does not affect **your** legal rights.

The meaning of words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy or **schedule**. These words are highlighted in **bold**.

Accidental damage – Damage caused suddenly and by unexpected means. This definition does not include damage caused by wear and tear, anything that happens gradually or faulty design or faulty materials..

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

Buildings – The structure of **your home** and the following if they form part of **your home** and belong to **you** or are **your** responsibility:

- domestic outbuildings;
- garages that form part of **your** residence;
- fixtures and fittings in or on the buildings;
- swimming pools, permanently fitted hot tubs;
- tennis hard courts;
- terraces, drives and footpaths;
- boundary and garden walls, gates, fences and hedges;
- permanently fitted laminated, wooden effect, vinyl or lino floor coverings that could not reasonably be removed and re-used;
- solar panels, wind turbines;
- built in gas and electric cookers and meters.

Contents – Household goods and personal belongings which **you** own or are responsible for. This includes:

- fixtures and fittings (that **you** as the tenant have installed to the **home**), other than landlord's fixtures and fittings;
- television, satellite and radio receiving aerials, aerial fittings and masts fixed to **your home**;
- freestanding gas and electric cookers;
- **valuables** (covered up to 30% of the **contents sum insured** for all **valuables** and 15% for a single item or collection, unless otherwise specified on **your schedule**) – 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, external hard drives, memory sticks, software, printers, fax machines, photocopiers, typewriters, tele-communications equipment and office furniture used in connection with **your** business or job but not worth more than £5,000 in total. **You** must be responsible for insuring the **office equipment**;
- laminated, wooden effect, vinyl or lino floor coverings that could reasonably be removed and re-used;

- carpets;
- portable hot tubs;
- **pedal cycles**.

Contents does not include:

- **contents** insured under any other policy;
- **money**;
- securities (financial certificates such as shares and bonds), certificates and documents;
- 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, surfboards 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 17c Tenant's liability);
- **contents** which **you** own or use at any time for business, professional or trade purposes, (except for **office equipment**).

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 – Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

Excess – The amount **you** have to pay if **you** make a claim. The **excess** amounts are shown in **your schedule**. In the event of a claim under two sections of **your** policy, **we** will only ever charge you one excess - the higher of the two. The limit of cover will be applied after payment of any excess.

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

Heave – Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Highway, we, our, us - Highway Insurance Company Limited.

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

Insurance broker – This is the person who **you** arranged **your** insurance with.

Landslip – Downward movement of sloping ground.

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.

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 that is used for social or domestic purposes.

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**.

Pedal Cycle(s) – pedal cycles including motorised or power assisted pedal cycles which are not legally required to be registered in the UK for road use.

Period of Insurance – The period that **you** are covered as shown on **your schedule**.

Personal possessions – Private property and personal items **you** normally wear or carry (including sports equipment) and mobility scooters (that are not registered for road use), which **you** own or for which **you** are responsible, but not including:

- items with an individual value of more than £2,500 (unless these items are specified on **your policy schedule**);
- **pedal cycles** with an individual value over £1,000 (unless the **pedal cycles** are specified on **your policy schedule**);
- vehicles (or their parts), 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.

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.

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

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 ground beneath the **buildings** (other than by the action of made up ground settling or by structures bedding down within 10 years of construction).

Sum insured – The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy document or any **endorsement**.

Unfurnished – Not having a bed, flooring, kitchen appliances and utensils to live there permanently.

Unoccupied – Not having been lived in by **you** or a member of **your** family or any other person with **your** permission for more than 60 days in a row or does not have sufficient furniture or services for normal living purposes. Regular visits or occasional overnight stays is not accepted as living in **your home**.

Water table – The top level of underground water which has saturated the soil. The water table may rise or fall depending on the level of rain, sleet, snow, dew etc that filters in from upper levels of soil (unsaturated soil).

Your home – The private residence at the address shown in the **schedule** and the land, domestic garages and outbuildings at the same residence.

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

Buildings

What is covered	What is not covered
<p>Your policy covers loss of or damage to your buildings caused by the following Events.</p> <p>Events</p>	<p>The total of the compulsory and voluntary excess figures (as shown in your policy schedule) for each insured Event other than Events 15a and 15b.</p> <p>Loss, damage, injury or liability shown in the General Exclusions.</p>
<p>1 a Fire, lightning, explosion, earthquake; and b Smoke.</p>	<p>Anything which happens gradually. Loss or damage caused by scorching, melting or warping unless accompanied by flames.</p>
<p>2 Aircraft and other flying devices or articles dropped from them.</p>	
<p>3 The buildings being hit by: a vehicles and articles dropped from them; b animals; or c falling trees or branches.</p>	<p>Loss or damage caused by domestic animals. Loss or damage caused by felling or lopping trees.</p>
<p>4 Theft or attempted theft.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Any theft or attempted theft to solar panels or wind turbines unless securely mounted in a non-accessible position. Loss or damage that you do not report to the police at your first opportunity. Loss or damage resulting from theft or attempted theft by you.</p>
<p>5 Malicious damage.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Loss or damage caused by you.</p>
<p>6 a Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations. b Freezing water in water tanks, apparatus or pipes or fixed heating installations.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied. Loss or damage caused by the failure or lack of appropriate sealant and/or grout. Loss or damage caused by subsidence, heave or landslip that results from water escaping. The cost to repair your water tanks, fish tanks, apparatus, or pipes or fixed heating installations unless the damage was caused by frost or freezing.</p>
<p>7 Storm or flood.</p>	<p>Loss or damage caused by a weather event that does not meet the definition of storm as set out in the meaning of words. Loss or damage caused by frost. Loss or damage to fences, gates or hedges. Loss or damage to cellars and basements due to a rise in the water table. Anything which happens gradually. Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>
<p>8 Riot, civil commotion, strikes or labour disturbances.</p>	
<p>9 a Oil leaking from a domestic heating installation at your home. b Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.</p>	

What is covered	What is not covered
<p>10 Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<p>Damage caused to swimming pools, tennis hard courts, terraces, drives, footpaths, walls, gates or fences unless your home, its domestic outbuildings or garages are damaged by the same cause at the same time.</p> <p>Landslip caused by the coast being worn away.</p> <p>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.</p> <p>Damage within 10 years of construction caused by structures bedding down or made-up ground settling.</p>
<p>11 Accidental loss or damage (your schedule will show cover as accidental damage if this Event is insured by your policy).</p>	<p>The exclusions that apply to Events 1 to 10 on pages 9 & 10 also apply to Event 11.</p> <p>Loss or damage caused by wear and tear.</p> <p>Loss or damage caused by the action of made up ground settling or by structures bedding down within 10 years of construction.</p> <p>Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, repair or renovation.</p> <p>Loss or damage caused by electronic, electrical or mechanical breakdown or failure.</p> <p>Loss or damage caused by faulty design, faulty plan, specification, materials or workmanship.</p> <p>Loss or damage which happens gradually, or loss of value.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage caused to hot tubs whilst being installed or removed.</p> <p>Loss or damage caused by chewing, scratching, fouling, or tearing by domestic animals.</p> <p>Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</p>
<p>We will also insure you for the following:</p>	
<p>12 Mains services</p> <p>We will pay the costs which you are responsible for, to repair accidental damage to underground water, gas, sewer and drain pipes, underground electricity and telephone cables which reach from the buildings to the public supply, and septic tanks.</p>	
<p>13 Glass and sanitary fittings</p> <p>Accidental breakage of all fixed glass including double glazing and fixed sanitary fittings which you are responsible for.</p>	<p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p>
<p>14 Alternative Accommodation and Loss of Rent</p> <p>Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if the buildings cannot be lived in because of an insured event, but only for the time needed to repair your home.</p>	<p>Any amount over 20% of the sum insured by this section, as shown on your schedule.</p>

What is covered	What is not covered
<p>15a Liability because you are owner of the home We will pay all amounts you legally have to pay as:</p> <ul style="list-style-type: none"> • compensation and claimant's costs and expenses; and • legal costs and expenses you pay with our written permission in connection with defending any claim; <p>arising from accidental:</p> <ul style="list-style-type: none"> i injury to any person; ii loss of or damage to property. <p>If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.</p> <p>15b Defective Premises We will pay any amounts you are liable for under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975; arising from accidental:</p> <ul style="list-style-type: none"> i injury to any person; ii loss or damage to property happening during the period of insurance. <p>If the Buildings section of this policy is cancelled or expires, this cover shall continue for a period of seven years, in respect of the buildings insured under this section before such cancellation or expiry.</p>	<ol style="list-style-type: none"> 1 Any amount over £2,000,000 for all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event. 2 Liability you have under any agreement unless you would have the same liability if the agreement did not exist. 3 Liability for loss of or damage to any property belonging to you or in your charge or control. 4 Liability for loss or damage caused by or arising out of: <ol style="list-style-type: none"> a) any passenger lift which you are responsible for maintaining; b) you owning any land or building other than your home. 5 Liability which is insured by or would be insured by any other policy if this section did not exist. 6 Liability arising directly or indirectly out of your job, business, trade or profession. 7 Liability if you are injured. 8 Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages. 9 Loss, damage, injury or liability shown in the General Exclusions.
<p>16 Trace and Access If the buildings are damaged by Events 6a or 9a of this section, we will pay the reasonable and necessary cost of finding the source of the leak including the making good of any damage caused during the search.</p>	<p>Any amount over £5,000.</p>
<p>17 Emergency Entry Loss or damage to your home caused by the attendance of a member of the emergency services due to an emergency, or perceived emergency involving you.</p>	

How we settle claims - Buildings

(See also General Exclusions and General Conditions)

If the loss or damage to the **buildings** is covered by this insurance **we** may:

- arrange for repair or replacement using one of **our** suppliers; or
- pay the cost of repair; or
- make a cash payment.

We will pay the full cost of any repair or replacement, including any architects' and surveyors' fees, demolition, removal of debris or local authority costs **we** have agreed to pay. Repairs completed by **our** approved suppliers as a result of a claim covered by this insurance, are guaranteed for 12 months.

We will repair or replace the damaged items without taking off an amount for wear and tear or loss of value, as long as the **sum insured** will cover the full rebuilding cost. If the **sum insured** will not cover the full rebuilding cost, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the repair or replacement is not carried out and further damage occurs, **we** will not pay more than it would have cost to repair or replace the item if this had been carried out straight away.

We will pay any extra costs to keep to **building** or other regulations or within the by laws of any local authority but only for damaged parts of the **buildings**. This does not include any extra costs **you** pay after notice has been served on you.

We will pay for Architects', surveyors', legal and other fees for estimates, plans, specifications, quantities, tenders and supervision. Where **we** agree that any of these need to be appointed and **you** arrange **your** own **we** will not pay more than the fees authorised under the scales of the Royal Institute of British Architects, the schedule of professional charges of the Royal Institution of Chartered Surveyors and the Law Society. **We** will not pay any costs you incur for preparing and submitting a claim.

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**.

Excesses that apply

If **your** schedule shows that **you** have to pay an **excess**, this is the amount **you** must pay as the first part of any claim.

In the event of a claim under two sections of **your** policy, **we** will only ever charge you one **excess** - the higher of the two.

The limit of cover will be applied after payment of any **excess**.

Selling your home

When **you** sell **your home** the person who buys it will be covered by the **buildings** insurance in this section as long as they have no other insurance in force. This will apply up to the date the sale is completed.

Matching sets and suites

We will pay **you** for damaged items that form part of a matching set or suite but not for the other items of the set or suite which are not damaged. For example, if one kitchen cupboard is damaged **we** will replace or repair the damaged cupboard only, not the whole kitchen.

If the damaged parts cannot be matched or replaced **we** will pay up to 50% towards the replacement of the undamaged parts.

Sum insured

The **sum insured** chosen by **you** must be enough to pay for the full cost of rebuilding and take account of the expenses and fees mentioned in 'How we settle claims' opposite.

We will not pay more than the **sum insured** for loss or damage to the **buildings** by any of the Events 1 to 13 and 17.

Index linking

Where **your buildings sum insured** is a figure other than £500,000, as shown in **your** policy **schedule**, this **sum insured** will change each month in accordance with the House Rebuilding Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors (or another 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 **sum insured** which applies on the first day of the renewal month.

If **you** claim for loss or damage, **we** will continue to make the monthly index linking adjustments between the date of the loss or damage and the date when the loss or damage is repaired or replaced for up to one year.

Contents

What is covered	What is not covered
<p>Your policy covers loss of or damage to your contents caused by the following Events.</p> <p>Events</p> <p>1 a Fire, lightning, explosion, earthquake; and b Smoke.</p> <p>2 Aircraft and other flying objects or articles dropped from them.</p> <p>3 The contents being hit by: a vehicles; b animals; or c falling trees or branches.</p> <p>4 Theft or attempted theft.</p> <p>5 Malicious damage.</p> <p>6 Water escaping from water tanks, fish tanks, apparatus or pipes or fixed heating installations.</p> <p>7 Storm or flood.</p>	<p>The total of the compulsory and voluntary excess figures (as shown in your policy schedule) for each insured Event other than Events 24, 32a, 32b, 32c, 32d and 32e.</p> <p>Loss, damage, injury or liability shown in the General Exclusions.</p> <p>Anything which happens gradually.</p> <p>Loss or damage caused by scorching, melting or warping unless accompanied by flames.</p> <p>Loss or damage caused by domestic animals.</p> <p>Loss or damage caused by felling or lopping trees.</p> <p>Any amount over 15% of the sum insured under this section for loss or damage to the contents (excluding portable hot tubs) caused by theft or attempted theft from outbuildings and garages forming part of your home.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless all windows and sunroofs are securely closed and all doors and the boot are locked. Contents must be completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot and the vehicle must be parked within the boundaries of your home.</p> <p>Any amount over £1,000 for theft or attempted theft from any vehicle that is not occupied and is parked within the boundaries of your home.</p> <p>Loss or damage resulting from theft or attempted theft by you.</p> <p>Loss or damage that you do not report to the police at your first opportunity.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Loss or damage caused by you.</p> <p>Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the buildings or contents are damaged by the same cause at the same time.</p> <p>Loss or damage caused after your home has been left unfurnished or unoccupied.</p> <p>Loss of metered water.</p> <p>Loss or damage caused by the failure or lack of appropriate sealant and/or grout.</p> <p>The cost to repair your water tanks, fish tanks, apparatus, or pipes or fixed heating installations.</p> <p>Loss or damage caused by a weather event that does not meet the definition of storm as set out in the meaning of words.</p> <p>Loss or damage caused by frost.</p> <p>Loss or damage in cellars and basements due to a rise in the water table.</p> <p>Anything which happens gradually.</p> <p>Loss or damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations.</p>

What is covered	What is not covered
8 Riot, civil commotion, strikes or labour disturbances.	
9 a Oil leaking from any fixed heating installation at your home . b Television, satellite and radio receiving aerials, aerial fittings, solar panels, wind turbines and masts breaking or collapsing.	Damage caused to the installation. Loss of oil.
10 Subsidence or heave of the site on which your home stands, or landslip.	Landslip caused by the 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.
11 Accidental damage (your schedule will show cover as accidental damage if this Event is insured by your policy).	The exclusions that apply to Events 1 to 10 on page 14 and 15 also apply to Event 11. <ul style="list-style-type: none"> • Contents not inside your home. • Contact lenses. • Contents insured under Event 27 and Event 28. • 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 loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container. • Loss or damage caused by rot, mildew, rust, corrosion, insects, woodworm, rats, mice, squirrels, owls, birds, foxes, bats, badgers, 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, plan specification, materials or workmanship. • Loss or damage which happens gradually, or loss of value. • Loss or damage caused by overwinding and damage to the inside of watches or clocks. • Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals. • Loss or damage to portable hot tubs whilst being installed or moved • Damage caused by water escaping from water tanks, fish tanks, apparatus, pipes or fixed heating installations. • Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.
We will also insure you for the following:	
12 Belongings you remove from your home Contents temporarily moved from your home will be covered against loss or damage resulting from Events 1 to 3 and 5 to 9. Contents will also be covered against Event 4 if the theft is from: <ul style="list-style-type: none"> • 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. 	Any amount over £3,000. Contents you move to sell or exhibit, or contents kept in furniture storage units (unless covered under Event 20). Loss or damage caused by theft, storm or flood for contents not within a building. Cash, bank and currency notes and stamps (unless it is covered under Event 27). Contents covered under Event 30.

What is covered	What is not covered
13 Property of resident domestic staff We will pay for loss or damage caused by any of the Events insured by this section for clothing and personal belongings of your domestic staff while in your home or in any private home, boarding house, lodging house, hotel, or inn in which your staff are living with you .	Cash, bank and currency notes and stamps. Contents insured under any other policy.
14 Contents in the open We will pay for loss or damage to contents by any of the Events 1 to 10 insured by this section if you leave them in the open within the grounds of your home .	Any amount over £1,000 except for portable hot tubs (portable hot tubs are covered up to their full amount.) Money and valuables.
15 Plants We will pay for loss or damage to trees, shrubs, hedges, bushes, lawns and plants within the grounds of your home , caused by any of the Events 1 to 10 insured by this section.	Any amount over £1,500. Loss or damage caused after your home has been left unfurnished or unoccupied . Damage caused by weight of snow.
16 Audio and Visual equipment We will pay for accidental damage to television sets, DVD players, video and DVD recorders and other audio equipment and home computers in your home .	Items designed to be portable, including portable computers mobile /smart/android/ phones, laptops, iPhones/iPads/iPods, and tablets. Damage to 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 computer software, data or files. Electronic, electrical or mechanical breakdown or failure. Wear and tear. Damage caused during repair, alteration or from an item being operated incorrectly. Damage caused by domestic animals.
17 Downloaded Audio/Visual files We will pay to replace legally downloaded audio/visual files lost as a result of Events 1 to 10 insured by this section.	Any amount over £1,000. Loss or damage arising from the malicious erasure, distortion or misfiling of any computer software, data or files unless the buildings or contents are damaged by the same cause at the same time.
18 Accidental breakage of mirrors or glass We will pay for accidental breakage of mirrors, fixed glass in furniture, cooking hobs and oven doors while in your home .	Loss or damage caused after your home has been left unfurnished or unoccupied . If no equivalent part is available the most we will pay is £250.
19 Loss or theft of keys We will pay the cost of replacing locks and keys to outside doors and windows and to domestic safes and alarm systems within your home if the keys are stolen or accidentally lost.	
20 House removal We will pay for accidental loss or accidental damage to contents while: <ul style="list-style-type: none"> a being moved by professional removal contractors to your new home in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands; or b in temporary storage for up to seven days in a furniture storage unit. 	Loss or damage to valuables . Loss or damage if you have taken out insurance with the removal firm. Cracking, scratching or breakage of china, glass or other brittle articles unless they are packed by professional packers. Loss or damage while contents are transported by sea. Loss or damage to office equipment .
21 Loss of oil and metered water We will pay for loss of oil or metered water due to your domestic water or fixed heating installations being damaged.	Any amount over £1,000.

What is covered	What is not covered
22 Weddings, Civil Partnerships and Religious Festivals We will automatically increase the contents sum insured by 10% for one month before and one month after the day of a wedding, civil partnership or religious festival to cover presents bought or received for that occasion providing this falls within the period of insurance .	
23 Deeds and documents We will pay for loss or damage by Events 1 to 10 to documents (other than money), which are your property, while they are in your home or in a safe deposit, bank or solicitor's strongroom.	Any amount over £1,500.
24 Compensation for your death We will pay £5,000 if you die as a result of violence from thieves or fire that occurs within your home . Your death must happen within three months of the incident.	
25 Counselling Victims If you suffer emotional stress as a result of an Event insured by this section, we will pay you the cost of any professional counselling which is recommended by a qualified medical practitioner and which we have approved before you receive counselling.	Any amount over £1,500.
26 Alternative Accommodation and Loss of Rent Any rent you pay, including up to two years ground rent or other expenses for comparable accommodation for you and your domestic pets if your home cannot be lived in because of an insured event, but only for the time needed to repair your home . We will also pay for the necessary cost of temporarily storing the contents .	Any amount over 20% of the sum insured by this section as shown in your schedule .
27 Money We will pay for loss or damage to money . This applies within Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Europe, Mediterranean Coast and Islands, Madeira and Canary Isles, and also while you are travelling anywhere in the world for up to 60 days in any one year of insurance.	Any amount over £500. 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. Losses you do not report to the police at your first opportunity. Any money that is not for social and domestic purposes.
28 Food in freezers Loss of or damage to food in a freezer within your home caused by a rise or fall in temperature or contamination by refrigerant or refrigerant fumes.	Loss or damage as a result of a deliberate act by you or the electricity company.
29 Shopping Loss of or damage to food and other goods while you are transporting them from the shop where you bought them to your home .	Any amount over £250 Loss or damage caused by theft or attempted theft from any vehicle that is not occupied unless: <ul style="list-style-type: none"> all windows and sunroofs are securely closed and all doors and the boot are locked; the shopping is completely hidden within the vehicle in a glove compartment, locked luggage compartment or locked boot.
30 Student's contents Loss or damage resulting from Events 1 to 10 when you are living away from home while attending college or university.	Any amount over £3,000. Any theft or attempted theft which does not involve force and violence to get into or out of a building.
31 Visitor's personal belongings We will pay for loss or damage caused by Events 1 to 10 insured by this section to your visitor's personal belongings whilst in your home .	Any amount over £1,000. Items covered by other insurance.

What is covered	What is not covered
<p>32a Personal Liability and Liability because you live in the home</p> <p>We will pay all amounts you legally have to pay:</p> <ul style="list-style-type: none"> – as a private individual while in and away from your home; – because you live in the home; – whilst you live in the territories shown in General Exclusion 1 of this policy during any journey or temporary visit to any country in the world in which you do not own a property in respect of: <ul style="list-style-type: none"> • compensation and claimant's costs and expenses; and • legal costs and expenses you pay with our written permission in connection with defending any claim; arising from accidental: <ul style="list-style-type: none"> i injury to any person; ii loss of or damage to property. <p>If you die, your personal representative will have the benefit of this section for any liability you have that is covered by this section.</p>	<ol style="list-style-type: none"> 1 Any amount over £2,000,000 or all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event. 2 Liability you have under any agreement unless you would have the same liability if the agreement did not exist. 3 Liability which is insured by or would be insured by any other policy if this section did not exist. 4 Liability arising directly or indirectly out of your job, business, trade or profession. 5 Liability if you are injured. 6 Liability for fines, penalties or liquidated damages or aggravated, punitive or exemplary damages or any damages resulting from multiplying compensatory damages. 7 Liability for loss of or damage to any property belonging to you or in your charge or control unless this is covered under Event 32b. 8 Liability for injuring an employee arising as a result of you employing them under a contract of service or apprenticeship unless this is covered under Event 32d. 9 Liability for loss, damage or injury caused by or arising out of the following: <ol style="list-style-type: none"> a You owning, possessing, or using (other than as a passenger): <ul style="list-style-type: none"> • any mechanically or wind propelled or assisted vehicle including a trailer attached to a vehicle other than: <ul style="list-style-type: none"> – any pedal cycles or – any self-propelled golf trolleys, pedestrian-controlled or ride-on garden tools which are not required to be registered for road use. • aircraft including drones; • 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 as described in the Dangerous Dogs Act 1991. c Using any horse for hunting, racing or polo. d Any passenger lift which you are responsible for maintaining. e You being a tenant or living on any land or in any building other than your home, other than for Events 32b and 32c.
<p>32b Temporary accommodation</p> <p>Liability noted under Event 32 whilst you are living in temporary accommodation for no more than two months.</p>	<p>Exclusions shown under Event 32a.</p>
<p>32c Tenant's liability</p> <p>We will pay all amounts which you are responsible for as tenant, as stated in the tenancy agreement and not as owner for the following.</p> <ul style="list-style-type: none"> i Loss of or damage to your home directly caused by: <ul style="list-style-type: none"> • fire, lightning, explosion, earthquake, aircraft, storm or flood; • bursting, leaking or overflowing water tanks, apparatus or pipes; • oil leaking from any fixed heating installation; • theft or attempted theft; 	<p>Exclusions shown under Event 32a.</p> <p>Any amount over 10% of the sum insured by this section, as shown in your schedule.</p> <p>Loss or damage which happens while your home is unfurnished or unoccupied.</p> <p>Loss or damage caused by frost, landslip, subsidence or heave.</p> <p>Anything which happens gradually in respect of damage by smoke.</p>

What is covered	What is not covered
<ul style="list-style-type: none"> television, satellite and radio receiving aerial fittings, solar panels, wind turbines and masts breaking or collapsing; or smoke. <p>ii We will pay all amounts for accidental breakage of all fixed glass including double glazing and fixed sanitary fittings forming part of your home.</p> <p>iii We will pay for accidental damage to underground water, gas, sewer or drain pipes, underground electricity and telephone cables which reach from your home to the public supply.</p>	
<p>32d Employers' liability</p> <p>We will pay all amounts you are liable for if any employee is injured arising out of his or her employment under a contract of service or apprenticeship in connection with your home or private household. Exclusions 1, 6, 7 and 8 of Event 32a and General Exclusion 2 of this policy will not apply to this Event.</p>	<p>Any amount over £10,000,000 or all compensation and claimant's costs and expenses for any one claim or series of claims arising out of any one Event.</p> <p>Exclusions shown under Event 32a (apart from exclusion 1).</p> <p>Liability for causing the death of or injuring any employee if they have driven or been a passenger in a motor vehicle if you need insurance under the Road Traffic Act.</p>
<p>32e Unpaid court judgments</p> <p>If you get a judgment from any court in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands for compensation and claimant's costs and expenses for injury or loss of or damage to property against any company or individual based in the countries named above and that judgment is not paid for more than three months, we will pay you the amount of unpaid compensation or costs.</p> <p>We will only do this if:</p> <ul style="list-style-type: none"> this section would have applied had the award been made against you rather than to you; there is no appeal outstanding. <p>If we make a payment under this Event you or your personal representatives must transfer the rights of recovery under the judgment to us.</p>	<p>Exclusions shown under Event 32a.</p> <p>Liability if the person owing you money is also insured by this policy.</p>

Contents Limits

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

- 1a** 30% of the **sum insured** by the Contents section for **valuables** not insured under **personal possessions**; or
- 1b** Any greater limit for **valuables** within **contents**, specifically noted on **your** current **schedule**.
- 2a** 15% of the **sum insured** by the Contents section for any **valuables** item or collection; or
- 2b** Any greater limit for specific **valuables** items within **contents** noted on **your** current **schedule**.

How we settle claims

(See also General Exclusions and General Conditions)

If the loss or damage is to items other than clothing and household linen and is covered by this insurance, **we** will agree with **you** whether to:

- arrange for repair or replacement using one of **our** suppliers; or
- pay the cost of repair or replacement; or
- make a cash payment.

We will repair or replace the damaged items without taking off an amount for wear and tear or loss of value, as long as the **sum insured** will cover the full replacement value of **your contents** as new. If the **sum insured** will not cover the replacement value of **your contents** as new, the amount **we** will pay will be the cost of repairs or replacement less an amount for wear and tear.

If the items are not replaced, the amount **we** will pay will be based on the market value of the items on the date the loss happened. (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition.)

Repairs completed by **our** approved suppliers as a result of a claim covered by this insurance, are guaranteed for 12 months.

If the loss or damage is to clothing and household linen:

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

We will also pay to remove debris.

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**.

Selling your home

For the period that **you** are moving to a new permanent address the **contents** cover can be extended to include **contents** in **your** new **home**, providing **you** have advised **us** in advance.

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**.

Matching sets and suites

We will pay **you** for damaged items that form part of a matching set or suite but not for the other items 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.

If the damaged parts cannot be matched or replaced **we** will pay up to 50% towards the replacement of the undamaged parts.

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, 16, 18 to 20 and 28.

Index linking

Where **your contents sum insured** is a figure other than £75,000, as shown by **your** policy **schedule**, this **sum insured** will change each month in accordance with the Consumer Price Index (or another 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.

Under insurance

If the limit of cover is less than the full replacement cost of the **contents** of **your home**, **we** will reduce the amount claimed in proportion with the underinsurance. For example, if the limit of **your** contents cover is equal to 75% of the amount needed to replace all the **contents**, **we** will pay only 75% of **your** claim.

Personal Possessions

What is covered

We will pay for loss or damage to the **personal possessions** covered by this section and 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.

The level of personal possessions cover **you** have selected is in addition to **your contents sum insured**.

What is not covered

- The total of the compulsory and voluntary **excess** figures (as shown in **your policy schedule**) for each insured Event.
- 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, rats, mice, squirrels, owls, birds, foxes, bats, badgers, 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 workmanship or faulty materials.
- Loss or damage caused by gradual deterioration or loss of value.
- Loss or damage caused by overwinding 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.
- Loss or damage caused by theft or attempted theft from any vehicle that is not occupied 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 vehicle that is not occupied.
- 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 to an immovable object when it is left unattended other 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 resulting from theft or attempted theft by **you**.
- 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.
- Loss or damage caused by chewing, scratching, fouling or tearing by domestic animals.
- **Money** (for **money** cover, refer to Event 27 of the Contents section).

Index linking

We will change the **sums insured** each month according to the Consumer Price Index (or some other suitable index **we** decide to use).

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 **sum insured** which applies on the first day of the renewal month.

How we settle claims

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

The most **we** will pay for each item insured by this section is the **sum insured** shown in **your schedule** against that item.

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 in addition to the exclusions listed under what is not covered under the relevant sections.

The policy does not cover the following:

1 Geographical limits

Damage, **injury** or liability arising out of any Event outside Great Britain, Northern Ireland, 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, any legal liability or any loss directly or indirectly 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

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. (Market value is the cost of replacing the item at the time of loss or damage taking into account its age and condition.)

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:

- the failure to correctly recognize, accept, respond to,

retrieve, retain or process any data representing date or part of a date, time; or

- 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

We will not cover loss, damage, liability, 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 exclusion 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.
- any act deemed by the government to be an act of terrorism.

9 Agreements and contracts

Loss, damage or liability arising out of or as a result of any agreement or contract **you** have entered into.

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 Gradual damage

Loss or damage caused by anything that happens gradually.

12 Confiscation

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

13 Wilful acts

Loss or damage caused by **your** wilful act.

14 Illegal Activity

Any direct or indirect loss or damage to **your home** or its **contents** as a result of the property being used for illegal activities.

General Conditions

The following conditions apply to the whole policy.

1 Premium

You must pay the premium or any agreed monthly instalment. In the event that **you** fail to pay one or more instalments whether in full or in part, **we** or **your Insurance broker** may cancel the policy in line with General Condition 7 of this policy.

2 Taking care of your home

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

3 Claims

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

- Tell **us** at **your** first opportunity about the event and give **us** any information relevant to the claim, **we** may need.
- Tell the police about any damage caused by theft or attempted theft or if any property is lost outside **your home**.
- 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** at **your** first opportunity about any prosecution, inquest or enquiry connected with any **injury** or damage.
- Allow **us** to have total control to carry out, defend and settle any claim;
- take proceedings in **your** name or in the name of any other person claiming under this insurance, at **our** own expense and for **our** own benefit to recover any payment **we** have made.

You or any other person must not, without **our** permission:

- negotiate or admit responsibility; or
 - make any offer, promise or payment; or
 - make **your** own arrangements for repair or replacement.

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, **you** must repay **us**.

4 Repairing or replacing property

If **we** are going to repair or replace any property, **you** must give **us** any relevant plans, documents, books and information **we** ask for. **We** will always try to repair or replace the property as it was. If **we** cannot **we** will repair or replace the item with the nearest equivalent item, but this may not be the same brand. 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 Misrepresentation

If **you** or anyone representing **you**:

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favorable terms;
- Provides **us** with false documents;
- Makes a fraudulent payment by bank account and/or card;

We may:

- Agree to amend **your** policy to record the correct information, apply any relevant policy terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or void **your** policy (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified **we** will:

- Not return any premium paid by **you**.
- Recover from **you** any costs **we** have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

General Conditions (continued)

7 Claims Fraud

If **you** or anyone representing **you**:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your** policy from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

8 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.

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 Law applying to the Contract

Unless **we** agree otherwise:

- a the language of the policy and all communications relating to it will be English; and
- b the laws of England and Wales will apply to this contract of insurance.

11 Changing your details

You must tell **us** at **your** first opportunity 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 the property is used for business and the type of business use
- If the property is no longer **your** main residence
- If the property is let or sublet or if there are paying lodgers
- If the number of consecutive days the property is **unoccupied** increases
- **You** being convicted of a criminal offence (other than motoring offences)
- Where **you** have buildings insurance with **us**; if the full rebuilding cost of **your** property should change, for example by fitting double glazed windows in place of single glazed windows
- Where **you** have contents/personal possessions insurance with **us**; if the values or items to be insured changes
- If there is any building work at **your home** or work to commence
- If the type of locks or alarm should change and if **you** no longer have an alarm maintenance contract in force
- If the property is no longer self-contained or does not have its own lockable entrance
- The property is not in a good state of repair

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **we** may not be able to continue **your** policy following the changes. Where this happens **you** will be told and the policy will be cancelled in line with the cancellation procedure stated on page 6.

The following Family Legal Expense Insurance cover section is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc. FCA Registered number: 552983

Family Legal Expense Insurance

Introduction

Thank **you** for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Legal Advice Helpline

0344 800 0128

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Legal Insurance Management Ltd.

Tax Advice Helpline

01384 885744

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Tax issues and cannot assist with any other insurance matter.

Identity & Vehicle Identity Theft Helpline

01384 397757

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of identity theft issues and cannot assist with any other insurance matter.

Making a Claim

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.



Post **your** claim form to **us** at:

Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF



Call **us** on:

01384 377000

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

Aspect Enquiry	An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.
Authorised Professional	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Civil Legal Action	When formal legal proceedings are taken against an opponent in a Court of Law.
Claim Limits	The amount we will pay in respect of any one claim and the total amount payable within any one period of insurance as specified in the schedule .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs . This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
Court	A Court , tribunal or other competent authority.
Credit Reference Agency	Equifax, Experian and Call Credit.
Criminal Legal Action	When a criminal investigation against you commences.
Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Excess	The first amount of each and every claim as detailed in the schedule or insured event .
Home	Your principal, private dwelling.
Identity Theft	The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.
Indirect Losses	Losses and/or damage which are not directly associated with the incident that caused you to claim, unless expressly stated in this policy.
Insurer	This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.
Insured Vehicle	A vehicle that you own or for which you are legally responsible.
Payment Card	Bank, charge, cheque, credit, debit and cash dispenser cards.
Period of Insurance	The dates as shown on your schedule .
Prospects of Success	At least a 51% chance of you achieving a favourable outcome.
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man.
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.
Time of Occurrence	Civil Cases – Clinical Negligence (where covered by this policy)– the date upon which the event first became known. All other Civil Cases – the date upon which the event first occurred. Criminal Cases – the time at which you are charged with an offence.
Vehicle Authority	Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA) and Parking and Traffic Appeals Service (PTAS).
Vehicle Identity Theft	The misappropriation of the vehicle registration mark of the insured vehicle without your knowledge or consent. The vehicle registration mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.
We, Us, Our	Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.
You, Your	a) The person named as the policyholder in the schedule . b) The husband or wife of the policyholder, or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates. c) The children of the policyholder, normally resident in the home .

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

Insured Events

Personal Injury

What is Covered?	What is Excluded?
Costs to pursue civil legal action against a third party where their negligence has led to your death or bodily injury.	<ol style="list-style-type: none"> 1. Claims arising from medical, surgical, clinical negligence or cosmetic procedures. 2. Claims relating to pharmaceuticals or tobacco products. 3. Claims for stress, psychological or emotional injury. 4. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.

Motor Personal Injury

What is Covered?	What is Excluded?
Costs to pursue civil legal action against a third party where their negligence has led to a road traffic collision involving the insured vehicle , resulting in your death or bodily injury.	<ol style="list-style-type: none"> 1. Claims for stress, psychological or emotional injury. 2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.

Consumer Disputes

What is Covered?	What is Excluded?
<p>Costs to pursue or defend civil legal action arising out of a contract you have entered into for:</p> <ol style="list-style-type: none"> a) Obtaining services. b) The purchase, hire, hire-purchase or sale of any personal goods. <p>Claims within the Small Claims Court Limits The payment of appropriate experts and Court fees together with assistance provided by our in-house legal advisors.</p> <p>Claims above Small Claims Court Limits The payment of costs incurred by the authorised professional appointed by us.</p>	<ol style="list-style-type: none"> 1. Claims where the amount in dispute is less than £100. 2. Any contract entered into by you in connection with a profession, business or trade. 3. Any dispute that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after you took out the insurance or you had equivalent cover immediately prior to the inception of this policy without a break in cover. 4. Any contract relating to work carried out, in, on or for the benefit of land or buildings other than the home. 5. Any claim arising from constructing, renovating or demolishing buildings or altering their structure for your use (this does not apply to common home improvements such as installing double glazing or replacing kitchens or bathrooms). 6. Any dispute with local or government authorities. 7. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial service or products.

Home Rights

What is Covered?	What is Excluded?
<p>Costs to pursue civil legal action following:</p> <ol style="list-style-type: none"> a) Loss or damage to the home or goods in the home that belong to you or for which you are responsible. b) An alleged infringement of your rights that relate to the home. 	<ol style="list-style-type: none"> 1. Claims relating to the planning, erection, alteration, construction, conversion or extension of buildings or parts of buildings. 2. Any dispute with local or government authorities, or third parties working on their behalf. 3. Any dispute involving leased or rented property. 4. Any dispute that arises less than 90 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover. 5. Any claim to establish your legal rights in relation to your home. 6. Any claim relating to subsidence, mining or quarrying.

Probate

What is Covered?	What is Excluded?
Costs to pursue civil legal action in respect of a probate dispute involving the will of your parents, grandparents or children where you are a beneficiary of the will.	1. Claims where a will has not been previously made, concluded or cannot be traced (intestate).

Taxation

What is Covered?	What is Excluded?
Costs arising from or relating to an Aspect Enquiry or a full HM Revenue & Customs investigation of your personal tax affairs.	<ol style="list-style-type: none"> 1. Aspect Enquiries less than £100. 2. Where the investigation or enquiry began before the insurance first started or where you should have reasonably realised a claim may occur. 3. Investigations or enquiries by or transfer to a Special Compliance Officer. 4. Claims arising from a false or misleading statement or representation to the HM Revenue & Customs. 5. Any case where you or your tax advisor have not taken reasonable care to act in accordance with tax legislation. 6. Any claims arising from deficiencies in books, records, accounts or returns including the cost of completing or correcting a return. 7. Any change in a tax investigation or Aspect Enquiry when it becomes clear that HM Revenue & Customs suspect fraud.

Employment

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1. Costs for advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250. 2. The cost of you taking civil legal action against your employer for compensation, reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy. 	<ol style="list-style-type: none"> 1. Any dispute that arises less than 90 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover.

Criminal Prosecution Defence

What is Covered?	What is Excluded?
<p>Costs to defend criminal legal actions taken against you.</p> <p>Where a legal aid (or equivalent) scheme is available to you it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you.</p>	<ol style="list-style-type: none"> 1. Costs required to be paid by you in excess of any assessed contribution. 2. Any legal aid (or equivalent) contribution or costs payable post-verdict. 3. Any costs where you fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme. 4. Costs to defend any action, enforcement or recovery of sums payable against you under the rules of any legal aid (or equivalent) scheme.

Education

What is Covered?	What is Excluded?
<p>Costs to appeal the decision of a Local Education Authority (LEA) following their failure to comply with their published admission policy, resulting in the refusal to accept your child or children at the state school of your preference.</p> <p>Subject to a limit of £5,000 any one claim.</p>	<ol style="list-style-type: none"> 1. Claims where acceptance at the school involves examinations or other selection criteria. 2. Any dispute that arises less than 6 months after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover. 3. Claims where the procedure for appealing against the decision to refuse a place at the school has not been followed. 4. Claims where the child has been expelled, suspended or permanently excluded from another school. 5. Claims for children under 5 years of age other than for admission disputes arising where the entry shall be in the academic year prior to their 5th birthday. 6. Claims arising from or relating to an Education, Health and Care Plan.

Jury Service Expenses

What is Covered?	What is Excluded?
<p>Costs for the actual amount of salary or wages you lose while off work to attend a Court for jury service.</p> <p>Subject to a limit of £2,500 any one claim.</p>	<ol style="list-style-type: none"> 1. Salary or wages that can be recovered from the relevant Court or your employer 2. Claims where you are unable to prove your loss.

Identity Theft

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1. Costs arising from identity theft: <ol style="list-style-type: none"> a) To defend a claim from a financial institution, merchants or their collection agencies. b) For the removal of any criminal or civil judgements wrongly entered against you. c) To challenge the accuracy or completeness of any information in a credit reference agency report. d) To create documents needed to prove you're innocent in terms of any financial irregularities committed unlawfully. 2. Postal and phone costs you have to pay to deal with financial institutions, the Police and credit reference agencies to report or discuss Identity theft. 3. Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect information. 4. Your loss of earnings following time away from work to go and see the Police, financial institutions or credit reference agencies to report or discuss Identity theft. 	<ol style="list-style-type: none"> 1. Any claims connected with your business, profession or occupation. 2. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by you, or any other person acting in collusion with you.

Identity Theft Claims Conditions

If **you** discover **your** identity has been stolen, please follow the below:

1. File a Police report within 48 hours.
2. Contact the Identity Theft Helpline Service on 01384 397757.
3. Ensure **you** provide **your** address history for the past 6 years.
4. Let **your** financial institutions, **payment card** company(ies) and all other accounts know of the **identity theft** as soon as possible.
5. Fill out and return any claim forms, including an authorisation for **us** to obtain records and other necessary information if applicable.
6. If **you** wish to make a claim for lost wages, **you** must send **us** proof from **your** employer and provide evidence to show that it was necessary.
7. Send **us** copies of any demand notices, summonses, complaints or legal papers received in connection with a loss suffered.
8. Take all necessary action to prevent further damage to **your** identity.

General Exclusions

1. **Costs** incurred:
 - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
 - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - c. Before **our** written acceptance of a claim.
 - d. Before **our** approval or beyond those for which **we** have given **our** approval.
 - e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
 - f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
 - g. If **you** withdraw instructions from **or**, fail to respond to the **authorised professional**, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
 - h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
 - i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
2. Any claim if **we** consider it is unlikely a sensible settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
7. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
8. Any dispute relating to written or verbal remarks which damage **your** reputation, unless appropriately covered under Social Media Defamation.
9. Any disputes involving a contract of insurance.
10. Any disputes with **us** not dealt with under the arbitration condition.
11. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
12. An application for judicial review or any **costs** incurred in new areas of law or test cases.
13. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
14. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a claim under Motor Personal Injury.
15. Any dispute between **you** and **your** family or a matrimonial or co-habitation dispute unless the dispute is with **your** professional advisor other than appropriately covered under Probate.
16. Any claims falling within the Small Claims Track unless appropriately covered under Consumer Disputes.
17. Any matter in respect of which you are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by you.
18. Any matter arising from or relating to any business, trading activity or venture for gain.
19. Any legal action between **you** and a central or local government authority or any third party acting on their behalf unless **you** have suffered or could suffer pecuniary loss or concerning the imposition of statutory charges.
20. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
21. Any claim arising from or relating to a class action.
22. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
23. Any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
24. Any loss or damage caused by any sort of war, invasion or revolution.
25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
26. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

Policy Conditions

Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Legal Insurance Management Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured **Events** section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

We may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to **court**, witness, expert, agent or any other person without **our** agreement.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund or premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

Arbitration

Any dispute between **you** and **us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **we** both agree. If **we** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **costs** in the case that a decision is not clearly made against either party.

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

You can also email **us** at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **us** at dataprotection@legalim.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

We may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Legal Insurance Management Ltd.



Write to **us** at:

Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF



Email **us** at:

claims@legalim.co.uk



Call **us** on:

01384 377 000

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Tel: 0300 123 9 123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



To make a claim call

0800 681 6367



If you have a domestic emergency call

0800 633 5423



To make a Legal Expense claim call

01384 377 000



www.LVbroker.co.uk/customers

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