

# Your Home Solutions Advantage Insurance

Policy



# Welcome to your Home Solutions Advantage Insurance Policy

This policy is underwritten by Zurich Insurance plc and administered and serviced by Broker Direct Plc.

Your policy provides cover for the sections and the period of insurance shown in your schedule.

This policy is an agreement between you, (the person shown in your schedule as the insured) and us (Zurich Insurance plc). It is based on the information you gave in a statement of facts and your agreement to pay the premium.

Remember, you must tell us if this information changes. If you do not, your policy may not be valid and claims may not be met.

You must read this policy together with your schedule, any specifications or endorsements as one contract.

Please make sure that together they provide the cover you asked for. If they do not, please contact your insurance advisor or us as soon as possible.

The conditions and exclusions that apply to all sections of your policy are shown on pages 15 and 16. Please make sure that you read these as well as the cover shown in each section.

If we pay a claim for the same cause happening at the same time under both the buildings and contents sections, we will only take off one **excess**. This will be the highest **excess** shown in your schedule.

## Cancellation Rights

If you decide that you do not want to accept the policy (or any future renewal of the policy by us) tell us (or your insurance adviser) of your decision, in writing or by phone using the contact details provided on the covering letter within 14 days of receiving the policy (or for renewal, within 14 days of your policy renewal date). If no claims have been made we will refund the premium you have paid. If a claim is made we charge you for the days we have been on cover (applying a minimum premium of £15 plus insurance premium tax) and then refund the remainder of the premium you have paid.

## Definitions

Certain words have specific meanings when they appear in this policy. These meanings are shown below or in the section where they apply. They are printed in bold type.

## Excess

The first amount of any claim for which you are responsible.

## Family

Your husband, wife or partner, children, relatives or other people (other than tenants or paying guests) all permanently living in the home.

## Fine Art and Collections

- antique furniture, furnishings, tapestries, carpets, rugs;
- paintings, drawings, etchings, prints, photographs;
- books, manuscripts;
- statues, sculptures, porcelain, glass;
- clocks, barometers, mechanical art, objets d'art that are of artistic merit, historical value or novel, rare or unique;
- collections of stamps, coins, medals and other novel, rare or unique items of personal interest including memorabilia;
- items made of, or partially made of, or plated with, gold, silver, platinum or other precious metals but not jewellery or watches.

## Money

Cash, cheques, postal or money orders, postage stamps, saving stamps, savings certificates or bonds, travel tickets, luncheon vouchers, phone cards, mobile phone vouchers, reward vouchers or gift tokens.

## Unoccupied

The home is either:

- not permanently lived in by you (or a person you have authorised) for more than 60 days in a row;
- or
- without enough furniture for normal living purposes for more than 60 days in a row.

## Vehicles and craft

Any electrically- or mechanically-powered vehicles, caravans, trailers, watercraft (but not hand-propelled craft), land windsurfing vehicles, hovercraft, aircraft, all-terrain vehicles or quad bikes (but not domestic gardening equipment, battery-operated golf trolleys or wheelchairs, battery- or pedestrian-operated models or toys).

## Buildings

**Buildings** are:

- the main structure of your home at the address shown in your schedule, including its permanent or soon-to-be fitted fixtures and fittings if they are your property;
- domestic outbuildings, private garages, including garages on nearby sites that form part of your home;
- ornamental ponds or fountains, swimming pools, tennis courts;
- central heating fuel tanks, cesspits, septic tanks;
- fences, gates, hedges, lampposts, railings, walls;
- drives, paths, patios, terraces;
- cables and underground pipes serving your home; but not satellite television-receiving equipment or television and radio aerials.

### Cover – what is insured

We cover sudden and unexpected loss of or physical damage to the **buildings**.

### Exclusions – what is not insured

The **excess** shown in the schedule except for Additional covers 4, 5 and 6.

The subsidence **excess** shown in the schedule.

The events, liabilities or property detailed in the Exclusions on page 16.

Loss or damage caused by malicious persons, leakage of oil, theft or attempted theft or breakage of glass while the home is **unoccupied**.

Loss or damage caused by leakage of water while the home is **unoccupied** during the period 1st November to 31st March inclusive unless the water supply is turned off at the mains and all water systems drained or the central heating system is left in full operation 24 hours a day to maintain a minimum temperature of 10°C.

Theft or malicious acts by you, your **family**, paying guests or tenants.

Loss or damage caused by storm, flood or falling trees, branches, lampposts or telegraph poles to fences, gates, hedges or railings unless the main structure of your home or any private garage or domestic outbuilding is damaged at the same time by the same cause.

Damage by subsidence or ground heave of the site that your **buildings** stand on or landslip:

- caused by the coast or a river bank being worn away;
- damage to walls, gates, fences, hedges, lampposts, railings, ornamental ponds or fountains, swimming pools and tennis courts, central-heating fuel tanks, cesspits and septic tanks, drives, paths, patios and terraces unless the main structure, private garages or domestic outbuildings are damaged at the same time and by the same cause;
- to solid floor slabs, unless the foundations of the load-bearing walls are damaged at the same time by the same cause;
- caused by settlement, shrinkage or expansion, demolition, faulty workmanship or defective design.

Loss or damage caused by a person employed by you to carry out maintenance or repair work.

### Additional cover

#### 1 Gardens

We will pay the cost of replacing or repairing flower-beds, lawns, plants, shrubs or trees, ornaments or statues in the garden within the boundaries of your home following loss or damage caused by:

- fire, lightning, explosion or earthquake,
- riot or malicious persons,
- theft or attempted theft,
- falling trees, branches, lamp posts or telegraph poles,
- collision by vehicles or aircraft,
- storm or flood.

We will not pay for:

- theft or malicious acts by you, your **family**, tenants or paying guests;
- flood damage to lawns;
- damage by frost;
- damage by animals or insects.

The most we will pay is the amount shown in the schedule.

## 2 Replacing locks

We will pay the reasonable cost of replacing the locks to your home if you lose your house keys anywhere in the world.

## 3 Tracing a leak

We will pay up to £10,000 for the cost of removing and then repairing, replacing or reinstating any part of the buildings when this is necessary to find the source of a water leak from any fixed water appliance, pipe or tank that is causing damage to the buildings.

## 4 Alternative accommodation

If your home is not fit to live in following loss or damage covered by this section, we will pay:

- accommodation for you and your pets;
- ground rent which you have to pay;
- rent which should have been paid to you.

This will apply during the time needed to restore your home to a condition which is fit to live in.

We will also pay the reasonable cost of similar alternative accommodation during the time a civil authority will not let you live in your home if property neighbouring your own sustains loss or damage which would have been protected by the cover under this section had it been insured by us under this type of policy.

The most we will pay is 25% of the **buildings** sum insured.

## 5 Disability alterations

If you or your **family** become permanently disabled during the period of insurance we will pay for the essential alterations to your home.

We will not pay the cost of any alterations recoverable from another source.

The most we will pay is £5,000.

## 6 Your liability to others

We cover your legal liability:

- as owner of the **buildings** and their land, but not as occupier;
- resulting from you previously owning any private property under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975;

to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause, including legal costs and expenses agreed by us, is £2,000,000.

We will not pay if the liability arises from:

- the death, injury or illness of you or your **family** or any person employed by you or your **family**;
- loss or damage to any property that you or your **family** own or are responsible for;
- a contract that says that you or your **family** are liable for something which you or they would not otherwise have been liable for.

## 7 Selling your home

If at the time of a claim you have contracted to sell your home, the contracting buyer will have the benefit of this policy as long as the purchase is completed.

### Mortgage clause

The interest of any mortgagee will not be prejudiced by any act or neglect by you, a member of the **family** or any legal occupier of the home that increases the risk of loss or damage without the authority or knowledge of the mortgagee. Provided that the mortgagee as soon as reasonably possible after becoming aware of the increased risk gives notice to us and pays any additional premium.

## Settling claims

We will decide whether to repair, replace or reinstate the damaged part of the **buildings**.

We will pay the full cost of the work, including any professional, demolition or local authority costs or fees we have agreed, as long as the work is finished without delay. If the work is not carried out, we will pay the reduction in the market value of your property that resulted from the damage but not more than the cost of the repair or reinstatement.

We will make a deduction for wear and tear if the **buildings** are not properly maintained or your sum insured is less than the cost of rebuilding your home.

We will not pay for the cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design unless the items are part of a bathroom suite or fitted kitchen units where replacements to the damaged parts cannot be matched.

When we pay your claim we will take off the **excess** shown in your schedule. This does not apply under 'Your liability to others' and Additional covers 4, 5 and 6.

The most we will pay is the limit or the sum insured shown in your schedule or the policy.

## Contents

**Contents** are:

- household goods and personal property;
- pedal cycles including accessories;
- **fine art and collections** up to the limit shown in the schedule but not more than £10,000 for any one item, set or collection (no limit applies to antique furniture);
- jewellery, watches and guns up to the limit shown in the schedule but not more than £2,500 for any one item;
- satellite television receiving equipment and television and radio aerials;
- **money** up to £1,000 but not more than £250 for **money** held in connection with any business profession or trade;

- the unauthorised use of a charge, credit or debit card up to £5,000 (you and your **family** must keep to your card issuer's conditions);
- business property used for your business, profession or trade up to £10,000 but not more than £1,000 for stock in trade or goods in trust;
- personal property belonging to visitors to your home or your resident domestic employees up to £2,500 but not more than £1,000 for any one person.

**Contents** are not:

- **vehicles and craft** and their accessories other than removable audio and satellite navigation equipment not in the vehicle;
- deeds and documents other than driving licences, passports and proof of age cards and as covered by Additional cover 6 of this section;
- documents and certificates showing ownership of shares, bonds and other financial investments;
- animals;
- any part of the structure, decorations or permanent fixtures and fittings;
- items you have more specifically insured by this or any other policy.

## Cover – what is insured

We cover sudden and unexpected loss of or physical damage to the **contents** while in your home and when temporarily removed elsewhere in the world, that are owned by you or your **family** or for which you or they are responsible.

The most we will pay for:

- theft of **contents** from an unattended motor vehicle is £2,500;
- **contents** left unattended in the open is £5,000;
- theft of **contents** from garages or outbuildings is £10,000.

## Exclusions – what is not insured

The **excess** shown in the schedule except for Additional covers 12 to 16.

The events, liabilities or property detailed in the Exclusions on page 13.

Loss or damage caused by malicious persons, leakage of oil, loss of oil or metered water, theft or attempted theft or breakage of glass while the home is **unoccupied**.

Loss or damage caused by leakage of water while the home is **unoccupied** during the period 1st November to 31st March inclusive unless the water supply is turned off at the mains and all water systems drained or the central heating system is left in full operation 24 hours a day to maintain a minimum temperature of 10°C.

Theft or malicious acts by you, your **family**, paying guests or tenants.

Theft or attempted theft when the home is lent, let or sublet unless entry to or exit from the home is made using violence and force.

Theft of a pedal cycle if left unattended away from your home unless it is securely locked to a permanent structure or in a locked building.

Loss of or damage to a pedal cycle while it is being used for racing, pacemaking or trials.

Theft of pedal cycle accessories, unless they are stolen with the pedal cycle.

Theft from an unattended motor vehicle unless the vehicle is securely locked and the property is hidden in a glove or luggage compartment.

Theft of tools used for business purposes from any unattended motor vehicle.

Loss or damage caused by storm or flood to **contents** in the open.

Unauthorised use of a credit card by you or your **family**.

Loss of **money** not reported to the police.

Loss of or damage to **contents** removed from the home for sale, exhibition or storage.

Loss or damage occurring during any household removal unless specifically covered under Additional cover 3.

## Additional cover

### 1 New acquisitions

We will cover your newly acquired **contents** against loss or damage insured by this section for up to £10,000 for a period of 60 days from the date of purchase.

For this cover to apply you must agree to increase the sum insured and pay any additional premium.

We reserve the right not to insure the newly acquired articles after the 60th day.

### 2 Gifts

Your sum insured is increased by £10,000:

- one month before Christmas or a similar religious festival to cover gifts and related additional purchases;
- one month before and after the wedding day of you or any member of your **family** to cover wedding gifts and related additional purchases.

### 3 Moving to a new home

We will pay for sudden and unexpected loss of or physical damage to your **contents** while they are being moved to your new permanent home in the United Kingdom by professional removers including while they are in temporary storage for up to fourteen days in a furniture depository.

We will not pay for:

- loss of **money**;
- damage to china, glass and similar brittle items, unless they have been packed by professional packers;
- loss or damage caused during any transit by sea;
- loss or damage that is not reported to us within 7 days of delivery to the new home.

### 4 Replacing locks

We will pay the reasonable cost of replacing the locks to your home and the locks of any safe or alarm in your home if you lose your house keys anywhere in the world.



## 5 Frozen food

We will pay the reasonable cost of replacing food and drink in your fridge or freezer that you cannot use following the breakdown of the appliance or the failure of the power supply but not if this was caused by the deliberate act of the supply authority.

## 6 Deeds and documents

We will pay up to £2,500 towards the cost of replacing or reconstituting personal documents or the title deeds of your home following loss or damage insured by this section while they are in your home or in the offices of your mortgage lender, solicitor or bank.

## 7 Computer data

We will pay up to £2,500 towards the cost of re-keying business or personal data stored in a computer at your home following loss or damage insured by this section.

We will also pay up to £2,500 towards the cost of replacing lost or damaged music and other downloaded information you have purchased stored on home computers and storage devices.

We will not pay for:

- computer hardware, software, tapes or disks;
- loss resulting from errors in computer programming or instructions to the computer;
- the cost of reconstituting any films, tapes or discs or rewriting of any stored information.

## 8 Loss of oil and water

We will pay for loss of domestic heating oil or metered water following accidental damage to the water or heating system in the home.

## 9 Students' possessions

We will pay for loss or damage insured by this section to the **contents** owed by you or a member of your **family** or for which you or they are responsible in a hall of residence, flat or house where you or they are living while away from home attending university, college or boarding school.

We will not pay for loss of **money**.

The most we will pay for any one item is £1,000 and £5,000 for any one claim.

## 10 Residential care

We will pay for loss or damage insured by this section to the **contents** owned by your parents or grandparents or for which they are responsible while in a nursing home or residential care home where they are a permanent resident.

We will not pay for loss of **money**.

The most we will pay for any one item is £1,000 and £2,500 for any one claim.

## 11 Tenant's cover

If you are the tenant of your home, we will pay for loss or damage insured under the buildings section to any:

- fixtures and fittings, greenhouses and sheds you have installed at your home and for which you are responsible;
- part of the structure, decorations, fixtures and fittings of your home that you are responsible for as a tenant under a tenancy agreement.

The most we will pay is £10,000.

## 12 Jury service

We will pay up to £100 each day (for up to 20 days) towards loss of earnings and expenses you cannot get back as a result of serving as a juror.

## 13 Hole in one

We will pay £500 towards your expenses if you record a hole in one during an official competition.

The score cards and a certificate from the club or match secretary must be submitted to us in the event of a claim.

## 14 Fatal accident cover

We will pay £10,000 if you or your husband, wife or partner die within 30 days as a direct result of:

- an accident, assault or a fire in your home;
- an accident while travelling in the British Isles as a fare-paying passenger in any road or rail vehicle;
- an assault away from your home but within the British Isles.

### 15 Alternative accommodation

If your home is not fit to live in following loss of or damage to **contents** for which we will pay a claim under this section, we will pay for the reasonable cost of similar alternative accommodation for you and your pets, or ground rent which you have to pay.

This will apply during the time needed to restore your home to a condition which is fit to live in.

We will also pay the reasonable cost of similar alternative accommodation during the time a civil authority will not let you live in your home if property neighbouring your own sustains loss or damage which would have been protected by the cover under this section had it been insured by us under this type of policy.

The most we will pay is 25% of the **contents** sum insured.

### 16 Your liability to others

We cover you or your **family** for any legal liability you have as occupiers of the home (or as private individuals) to compensate others if, following an accident during the period of insurance, someone dies, is injured, falls ill or has their property damaged.

The most we will pay for any claim (or claims) arising from one cause including legal costs and expenses agreed by us, is:

- £10,000,000 for an accident to your domestic employees;
- £2,000,000 for an accident to any other person or property.

We will not pay if the liability arises from you or your **family**:

- owning your home;
- owning or occupying any other premises;
- owning or using **vehicles and craft** (other than hand- or foot-propelled boats that you or they do not own).

We will not pay if the liability arises from:

- death, injury or illness of you or your **family**;

- loss of or damage to any property owned by you, your **family** or your domestic employees or that you or they are responsible for;
- you or your **family** passing on any illness or virus;
- a contract that says you or your **family** are liable for something which you or they would not otherwise have been liable for;
- any dog described in the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991;
- any animal (other than horses used for private hacking, guide dogs or pets that are normally domesticated in the United Kingdom).

### 17 Index-linking

Your **contents** sum insured is index linked.

The sum insured will be increased monthly in line with the Durable Goods Section of the General Index of Retail Prices or its equivalent.

## Settling claims

**Contents** other than **fine art and collections**, jewellery, watches and guns.

We will decide whether to repair or replace any item that is lost or damaged or, if it cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

We will not pay for the cost of replacing any undamaged item or part of any item just because it forms part of a set, suite or one of a number of items of a similar type, colour or design.

**Fine art and collections**, jewellery, watches and guns.

#### Total loss

If any item is lost or totally destroyed we will pay the cost of an equivalent replacement but not more than the single item limit.

#### Partial loss

If any item is partially damaged we will pay:

- the cost of restoration;
- the loss of market value if the restored value is less than the market value immediately before the loss;

but not more than the single item limit.



### Matching items

If the lost or damaged item is part of a pair, set or suite we will pay the lowest of the following:

- the cost to repair the damaged item to its condition immediately before the damage;
- the cost to replace the damaged item;
- the cost to make up the loss of market value of the pair, set or suite as a result of the loss or damage.

If you surrender the undamaged item(s) of the pair, set or suite to us and we agree to accept them we will pay you the full replacement cost of the pair, set or suite.

The most we will pay for any claim for matching items is the single item limit.

### General

When we pay your claim we will take off the **excess** shown in your schedule. This does not apply to Additional covers 12 to 16.

The most we will pay is the limit or the sum insured shown in your schedule or the policy.

## Specified Items

### Cover – what is insured

We cover, anywhere in the world, sudden and unexpected loss of or physical damage to the specified items shown in the specification that are owned by you or your **family** or for which you or they are responsible.

### Exclusions – what is not insured

The events detailed in the Exclusions on page 16.

The **excess** shown in your schedule.

Loss or damage caused by theft or attempted theft while the home is **unoccupied**.

Theft or malicious acts by you, your **family**, paying guests or tenants.

Theft or attempted theft when the home is lent, let or sublet unless entry to or exit from the home is made using violence and force.

Theft from an unattended motor vehicle unless the vehicle is securely locked and the property is hidden in a glove or luggage compartment.

## Settling claims

### Single items

We will decide whether to repair or replace any item that is lost or damaged or, if it cannot be repaired or replaced, we will pay the cost of an equivalent replacement.

The most we will pay is the sum insured for that item shown in the specification.

### Matching items

If the lost or damaged item is part of a pair or set we will pay the lowest of the following:

- the cost to repair the damaged item to its condition immediately before the damage;
- the cost to replace the damaged item;
- the cost to make up the loss of market value of the pair or set as a result of the loss or damage;

up to the sum insured for the item shown in the specification.

If you surrender the undamaged item(s) of the pair, set or suite to us and we agree to accept them we will pay you the full replacement cost of the pair, set or suite up to the sum insured for the item shown in the specification.

### General

When we pay your claim we will take off the **excess** shown in your schedule.

## Family legal expenses section

Under this section claims are managed by Lawclub Legal Protection of Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW.

Your cover includes access to the Zurich legal helpline which will give you advice on any personal legal problem 24 hours a day, 365 days a year. Simply call the helpline on 0870 010 9071. Please quote reference 36406. The advice you get from the legal helpline will always be according to the laws of Great Britain and Northern Ireland. We may record the calls to protect you.

Your cover also includes access to one of our approved specialist solicitor firms if your claim is covered by this section.

In this section of your policy, the words 'you' and 'your' mean the person named in your schedule and any member of your **family** who permanently lives with you in your home at the address shown in your schedule.

The 'legal representative' is the solicitor or other person appointed with our agreement under this section to represent you. At any time before we agree that legal proceedings need to be issued, we will choose the legal representative.

The legal representative that we choose will be from one of our approved specialist solicitor firms.

You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative cannot act for you. You must send his or her name and address to us. If we agree to appoint a legal representative that you choose, you must pay a £250 **excess**. You must pay the **excess** at the start of your claim. If we agree to appoint a legal representative that you choose, he or she will be appointed on the same terms as we would have appointed our chosen legal representative. We may decide not to accept your choice of legal representative.

If we do not agree with your choice, the matter will be settled using the procedure in condition 5.

When choosing the legal representative, you must remember your duty to keep the cost of any legal proceedings as low as possible.

'Costs' are the professional fees and expenses reasonably and properly charged by the legal representative on a standard basis (that is, the assessment of costs which are proportionate to your claim) up to the standard rates set by the courts, which cannot be recovered from your opponent. We will only pay costs which we consider are necessary and in proportion to the value of your claim. We will also pay your opponent's costs in civil cases which you are ordered to pay by a court or tribunal, or which you pay to your opponent with our written agreement. We will only start to cover costs from the time we have accepted the claim and appointed the legal representative.

The most we will pay for all claims arising from one event under this section is £50,000.

Under this section, you are covered in Great Britain, Northern Ireland, the Channel Islands and the Isle of Man. These are known as the 'territorial limits'.

The territorial limits for death and bodily injury claims, apart from claims relating to medical treatment, include the member states of the European Union, Andorra, Croatia, Gibraltar, Iceland, Liechtenstein, Monaco, Norway, San Marino, Switzerland and Turkey.

### What is covered

As long as the event, or series of events, which gave rise to a claim starts within the period of insurance and, at all times, you have a reasonable chance of recovering damages, successfully defending legal action or settling the matter in another way, we will pay the costs we have agreed to for the following.

- Taking legal action against your opponent within the territorial limits:
  - as a result of a sudden and specific event which causes your death or bodily injury;
  - as a result of medical treatment which causes your death or bodily injury (the medical treatment must have started during the period of insurance and taken place within the territorial limits);

- following a breach of your legal rights to do with owning or using your home at the address shown in your schedule (your home must be within the territorial limits);
- as a result of an event which causes physical damage to your home at the address shown in your schedule or to property, which you own or are legally responsible for, which is in or on that home (your home must be within the territorial limits);
- against your employer at an employment tribunal following a breach of your contract for full-time employment or permanent part-time employment (you must have entered into the contract within the territorial limits);
- if you have lost money as a result of the way personal information about you has been stored or used by another person or organisation.
- Taking or defending legal action within the territorial limits following a breach of a contract you have for buying, selling or renting goods or services. This includes buying or selling your permanent home. (You must have entered into the contract within the territorial limits.)
- Defending your legal rights after any event which results in criminal proceedings being brought against you within the territorial limits under road traffic laws relating to you owning or using a motor vehicle.
- Representing you after an event which results in you getting a notice of an inquiry by HM Revenue & Customs, under section 9a of the Taxes Management Act 1970, into the amount of tax you have to pay on your wages or salary as an employee. (We will provide this cover as long as you keep to the legal requirements for keeping your accounts and sending in your tax returns.)

### **What is not covered**

We will not provide cover for the following.

- The first £250 of every claim where we agree to appoint a legal representative that you choose.
- Any costs incurred before we have accepted your claim in writing.
- Any costs we have not agreed to in writing.
- Death or bodily injury arising from you driving a motor vehicle.
- Property damage caused by mining or subsidence.
- Property damage arising from you driving or using a motor vehicle.
- Any criminal proceedings relating to:
  - Parking offences for which you do not get points on your licence.
  - Driving while under the influence of drink or drugs.
  - Driving without insurance.
  - Driving without a current driving licence.
  - Driving without a current MOT certificate.
- Any contract dispute:
  - which starts within three months of the date this section starts unless the claim is for goods or services you bought after the start of this section (this does not apply if you had the same cover under another policy up to the date this section started);
  - for amounts less than £100;
  - to do with building, converting or extending your home;
  - to do with work carried out for the benefit of land or buildings that are not at the address shown in your schedule;
  - over the amount of money or other compensation due under an insurance policy;

- to do with a contract you have for pensions, savings or investments of any kind;
- to do with your business activities unless it is about your contract of employment;
- to do with subcontracting or a contract for your services if you are self employed;
- which is only to do with stress, emotional or psychological injury, illness or symptoms.
- Any dispute arising out of a tenancy agreement, lease agreement or licence to occupy your home at the address shown in your schedule or any other land or property that you own.
- Any dispute arising from an application for planning permission.
- Any claim which happens because you have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
- Any fines or penalties.
- Any dispute which is only about the amount of redundancy pay.
- Any dispute with any local authority, public authority or any government department relating to:
  - owning or using your home at the address shown in your schedule;
  - physical damage to your home at the address shown in your schedule or property which you own or are legally responsible for and which is in or on that home; or
  - any services that are provided by the local authority, public authority or government department.
- Any investigation by HM Revenue & Customs:
  - into your business activities unless it is to do with your wages or salary as an employee;
  - which started before the start of this section;

- into criminal activities you are accused of;
- where you are only being investigated because you have been investigated before.

- Disputes between:
  - you and us;
  - you and any other person covered by this policy;
  - you and someone you live with or have lived with.
- An application for a judicial review.
- Any dispute to do with written or verbal remarks which damage your reputation.

### **Conditions that only apply to Family legal expenses**

If you do not keep to the conditions, we will have the right to cancel this section of your policy, refuse any claim and withdraw from any current claim.

#### 1 You must:

- make your claim within six months of the event which gave rise to the dispute;
- give us written details of your claim along with any other supporting information we ask for;
- not appoint a legal representative;
- follow the legal representative's advice and provide any information he or she asks for;
- take every reasonable step to recover costs and pay them to us;
- get our written permission before making an appeal;
- make sure that the legal representative keeps to condition 2 below.

#### 2 The legal representative must do the following:

- get our written permission before instructing a barrister or expert witness;

- tell us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy;
- tell us immediately if your opponent makes a payment into court or any offer to settle the matter;
- report the result of the claim to us when it is finished.

3 We will have the right to:

- take over and conduct, in your name, any claim or proceedings;
- settle a claim by paying the amount in dispute or by mediation;
- appoint the legal representative in your name and on your behalf;
- choose the legal representative at any time before we agree that legal proceedings need to be issued. The legal representative that we choose will be from one of our approved specialist solicitor firms. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative cannot act for you. You must send his or her name and address to us. If we agree to appoint a legal representative that you choose, you must pay a £250 **excess**.

You must pay the **excess** at the start of your claim. If we agree to appoint a legal representative that you choose, he or she will be appointed on the same terms as we would have appointed our chosen legal representative. We may decide not to accept your choice of legal representative. If we do not agree with your choice, the matter will be settled using the procedure in condition 5;

- have any legal bill audited or assessed;
- contact the legal representative at any time, and have access to all statements, opinions and reports;

- end your claim if, during the course of the claim, we think there is no longer a reasonable chance of success. If you continue the claim and get a better settlement than we expected, we will pay your reasonable costs;
- settle the costs covered by this part of your policy at the end of the claim;
- end your claim and recover any costs from you which we have already paid or agreed to pay if:
  - the legal representative reasonably refuses to continue acting for you because of any unreasonable act or failure to act by you; or
  - you unreasonably withdraw your claim from the legal representative without our agreement; and
  - we do not agree to appoint another legal representative to continue your claim.

4 We will not be bound by any agreement between you and the legal representative, or you and any other person or organisation.

5 If there is a dispute between you and us, the matter may be referred to an arbitrator who you and we agree to. If you and we cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs.

## Identity fraud assistance helpline

'CreditExpert' is an online credit monitoring and identity fraud protection service provided by Experian.

'Experian' is a UK credit reference agency – appointed by us to administer this Identity fraud assistance helpline and CreditExpert service.

'Identity fraud' is where your personal details are used by someone not authorised by you to obtain access to your bank, credit or savings accounts to obtain money or to obtain goods or services in your name.

Your Family legal expenses section includes access to our free Identity fraud assistance helpline.

This helpline and the CreditExpert service that are described below are only available to you where you are aged eighteen years or older.

To contact the free helpline, please call:

**0800 183 0570**

(Monday to Friday 8am – 7pm and  
Saturday 9am to 4pm)

When calling this helpline, you will be asked to quote your Zurich home insurance policy number.

### What is provided by this helpline

Our confidential Identity fraud assistance helpline is provided by and managed on our behalf by Experian.

You can contact the Identity fraud assistance helpline to obtain advice on any general matter relating to identity fraud.

### Additional CreditExpert service from Experian (extra charges may apply)

If you believe that you or a member of your family have, or may, become the victim of identity fraud, a credit report can help you and Experian determine if that is the case.

You can see your credit report free of charge by registering for a free 30 day CreditExpert trial membership, which provides you with unlimited access to your Experian credit report online during that period. This will provide detail of your credit commitments and will enable you to identify all applications for credit in your name.

If following the access to your Experian credit report, you and Experian believe that you have become a victim of identity fraud, Experian will assign a personal case handler from their Victim of Fraud Team who will provide you with advice, support and assistance until all entries on your credit report that you and Experian agree to investigate are clarified and, where possible, resolved.

In circumstances where Experian agree that you have become the victim of identity fraud, CreditExpert membership will be provided to you free of charge for a further 12 months from the date that the Experian Victim of Fraud Team begin to assist you to resolve the identity fraud to which you have become a victim.

### Important

At the end of this 12 month period, your CreditExpert membership will automatically continue, for which you will be required to pay a monthly fee. The level of that fee will have been confirmed to you when you first registered for the free 30 day trial.

If you do not wish to continue your CreditExpert membership, you will need to contact Experian to cancel your membership, otherwise the monthly fee will be charged.

You will still be able to call the Identity fraud assistance helpline to receive advice on any general matter relating to identity fraud even if you cancel your CreditExpert membership.

If you believe that you have again become a victim of identity fraud after you have cancelled your CreditExpert membership, you will be able to reinstate it, although you will be required to pay a monthly fee. If Experian agree that you have again become the victim of identity fraud, CreditExpert membership will be provided to you free of charge for a further 12 months from the date that the Experian Victim of Fraud Team begin to assist you to resolve the identity fraud to which you have become a victim. Experian will refund the CreditExpert membership fee paid by you for the month in which they agree that you have become the victim of identity fraud.



You are only entitled to a maximum of two free 12 month CreditExpert memberships during the entire time that your Family legal expenses section is operative under your Zurich home insurance policy.

### **What happens after the end of the free 30 day trial membership of CreditExpert?**

#### **Important**

If during your free 30 day trial CreditExpert membership you did not discover that you have become the victim of identity fraud, your membership will automatically continue, for which you will be required to pay a monthly fee. The level of that fee will have been confirmed to you when you first registered for the 30 day free trial.

If you do not wish to continue your CreditExpert membership, you will need to contact Experian to cancel your membership, otherwise the monthly fee will be charged.

You will still be able to call the Identity fraud assistance helpline to receive advice even if you cancel your free CreditExpert membership. However, you are only entitled to one free 30 day trial during the entire time that your Family legal expenses section is operative under your Zurich home insurance policy. If you do cancel your CreditExpert membership after the free 30 day trial, but then wish to reinstate it, you will be required to pay a monthly fee.

Please be assured that any investigation that is started during the free 30 day trial or 12 month free CreditExpert membership periods will be completed, even if you cancel your membership and the completion of that investigation does not happen until after the end of the free membership period.

### **What is not provided by the Identity fraud assistance helpline or the CreditExpert service provided by Experian**

This helpline service does not cover you against any financial loss, expenses or costs you may incur as a result of identity fraud.

## **Conditions and exclusions which apply to the whole of your policy**

### **Conditions**

- 1 You and your family must do all you reasonably can to prevent and reduce any loss, damage or injury.
- 2 You must tell us about any loss, damage or liability as soon as possible and give us all the information and help we may need. We will decide how to settle or defend a claim and may carry out proceedings in the name of any person covered by your policy, including proceedings for recovering any claim.
- 3 You must report any loss, theft or malicious damage to the police immediately.
- 4 If a claim is fraudulent or false in any way, we will not make any payment and all cover will end.
- 5 You may cancel the policy at any time by telling us, either in writing or over the phone. We may cancel your policy by giving you 7 days written notice to your last known address. We will give you a refund in proportion to the time left until your current period of insurance is due to run out.
- 6 The law of England and Wales will apply to the Family legal expenses cover of this policy. The rest of your policy is governed by the law that applies to where you reside within the United Kingdom, Channel Islands or Isle of Man. If there is any disagreement about which law applies, English law will apply, in which case you agree to submit to the exclusive jurisdiction of the courts in England and Wales. Unless agreed otherwise, we will communicate to you in English.
- 7 If any claim is covered by any other insurance, we will not pay for more than our proportional share of that claim.
- 8 You must tell us if any of the information on which this insurance is based changes. Failure to do so may result in your insurance no longer being valid and claims not met. If in doubt about any change, please tell us.

If your policy is amended as a result of any change, we will be entitled to vary the premium and terms for the rest of the period of insurance. You should keep a record (including copies of letters) of all information supplied to us in connection with this insurance.

- 9 If you pay the premium to us using our Direct Debit instalment scheme we will have the right (which we may not use) to renew the policy each year and continue to collect premiums using this method.

We may vary the terms of the policy (including the premium) at renewal. If you decide that you do not want us to renew the policy, as long as you tell us before the next renewal date, we will not renew it.

Our right to renew this policy does not affect your cancellation rights detailed on page 2 and in condition 5 on this page.

### Exclusions

We will not pay for the following.

- 1 Any reduction in value except as specified in the 'Settling claims' paragraphs.
- 2 Any loss which happens as an indirect result of an event for which you are insured.
- 3 Any accident or incident that happens outside any period of insurance that is covered by this policy.
- 4 Loss or damage to any items used in connection with any business, trade or profession other than the business property included in **contents** or specified items.
- 5 Any legal liability resulting from any business, trade or profession.
- 6 Theft or attempted theft caused by deception.

- 7 Any claim resulting from:

- deliberate or criminal acts by you or your **family**;
- gradual causes including deterioration or wear and tear;
- mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot;
- any process of cleaning, repair or alteration;
- vermin, insects or chewing, scratching, tearing or fouling by pets;
- electrical or mechanical failure or breakdown;
- faulty design, materials or workmanship;
- the failure of a computer chip or computer software to recognise a true calendar date;
- computer viruses;
- ionising radiation, radioactivity, nuclear fuel, waste or equipment;
- war, revolution or any similar event;
- pollution or contamination which was:
  - the result of a deliberate act;
  - expected and not the result of a sudden, unforeseen and identifiable incident.

- 8 We will not pay for any claim arising directly or indirectly from an act of terrorism.

In this case, an act of terrorism means preparing, threatening to use or actually using any item capable of producing biological, chemical or nuclear pollution or contamination.

## Our complaints procedure

We value the opportunity to investigate concerns you may have about our service. We are committed to handling complaints fairly, thoroughly and promptly.

### In the first instance

If you have a complaint about your policy or a claim, you should first contact the insurance adviser who arranged the policy for you.

If this does not resolve the problem, you can contact Broker Direct Plc on **01204 600370**.

Or, if you prefer you may write to Broker Direct Plc at:

Broker Direct Plc  
Deakins Business Park  
Egerton  
Bolton  
BL7 9RW

Broker Direct Plc have authority to handle complaints on behalf of Zurich Insurance plc. Broker Direct Plc are regularly monitored in their handling of complaints and in some instances may refer to Zurich Insurance plc who will oversee or deal directly with your complaint.

### If you have a complaint about the Identity fraud assistance helpline or CreditExpert service

If you have cause for complaint about the Identity fraud assistance helpline or the CreditExpert service provided by Experian, you should contact Experian directly by writing to them at:

Consumer Help Service  
Experian  
PO Box 8000  
Nottingham  
NG80 7WF  
United Kingdom

Telephone number: **0844 481 0800**

Email: [consumer.helpservice@uk.experian.com](mailto:consumer.helpservice@uk.experian.com)

Your complaint will be dealt with by Experian and will follow their complaints procedures.

If you are still not happy with the way we have dealt with your complaint, you can ask the

Financial Ombudsman (FOS) to review your case. This is a free and unbiased service.

You can telephone for free on:

**0800 234 567** for people phoning from a "fixed line" (for example, a landline at home)

**0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

Or e-mail:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Or, write to:

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

You may contact the Ombudsman at any stage of your complaint. Your legal rights will not be affected.

## Compensation

Zurich Insurance plc is covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting FSCS directly on **0800 678 1100**.

## Making a claim

When you contact us about a claim you will need to tell us:

- your name and address;
- the place where the loss or damage occurred;
- what caused the loss or damage.

### Claims advice and assistance – 01204 600 311

If you require immediate assistance to deal with a home emergency – such as a burst pipe or main or to make the home weatherproof or secure after damage – our Claimline can arrange for a suitable registered tradesman to attend on your behalf. You will have to pay any call out charge and for the work, but if the loss or damage is covered by your policy you can submit a claim for reimbursement (subject to any policy **Excess**).

### Family legal expenses – 0870 010 9071

24 hours a day. Please quote reference 36406 and that you are a Zurich Home Solutions Advantage policyholder. You will be asked for a brief summary of the problem and these details will be passed onto an adviser who will call you back. We will send you a claim form. Fill the claim form in and send it to:

The Claims Department  
Lawclub Legal Protection  
Redwood House, Brotherswood Court  
Great Park Road, Bradley Stoke  
Bristol BS32 4QW  
United Kingdom.

You must not appoint a solicitor yourself.

If you have already seen a solicitor before we have accepted your claim, we will not pay any fees or other expenses that you have incurred. If your claim is covered, we will appoint the legal representative that we have agreed to in your name and on your behalf and will only start to cover the costs from the time we have accepted the claim and appointed the legal representative.

If we have agreed to appoint a legal representative that you choose, you must pay the £250 **excess** by cheque made out to Lawclub Legal Protection. We will not appoint the legal representative until you have paid the **excess**.



#### Zurich Insurance plc

Underwritten by Zurich Insurance plc.

A public limited company incorporated in Ireland. Registration No. 13460.

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985.

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Authorised by the Irish Financial Regulator and subject to limited regulation by the Financial Services Authority. Details about the extent of our regulation by the Financial Services Authority are available from us on request. FSA Registration No. 203093. These details can be checked on the FSA's register by visiting their website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

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