

# Home Sum Insured

## Policy



All information in this document is correct at the time of printing (October 2016), for full up to date information please visit our website

[coveainsurance.co.uk](http://coveainsurance.co.uk)



# Introduction

Thank **you** for choosing Covéa Insurance. This is **your** household insurance policy. This policy is a contract between **you** and **us** and is made up of this policy booklet and **your schedule** and is based on the statements and information **you** gave **us** when **you** applied for this insurance. This information was recorded in either a proposal form or a statement of insurance and was used in assessing and accepting the cover **we** would provide for **you** and to set the premium **we** need for that cover. A copy of the proposal form or statement of insurance is available on request from **your** insurance broker or intermediary. If any of the information is incorrect, **you** should tell **your** insurance broker or intermediary immediately.

If any of the information **you** have provided is incorrect **you** may find **you** have no cover at all.

**You** should read this policy booklet, **your schedule** and any endorsements as if they are one document. Please check them carefully to make sure they give **you** the cover **you** want. If they do not, **you** should tell **your** insurance broker or intermediary immediately. **You** should keep it in a safe place; **you** may need to refer to it if **you** have to make a claim.

Upon payment of the premium for the **period of insurance** or any subsequent period for which **we** shall accept payment **we** will indemnify **you** in accordance with and subject to the policy conditions set out on pages 6-7 and policy exceptions set out on page 8 in this policy booklet. **Your schedule** tells **you** which sections of this policy booklet apply.

**You** agree to pay the premium and to keep to the policy conditions.

**Please read this policy carefully and check that it meets your requirements. Any query should be referred to your insurance broker or intermediary immediately.**

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# Contact Numbers

## Claims

### Property Careline 0330 024 2255

#### For claims under sections A-D:

Covéa Insurance Property Careline – 24 hours a day, 365 days a year

- Telephone Covéa Insurance on **0330 024 2255** or fax **0330 024 2613**
- For Online Claims Assistance complete **our** Online Claims Form at **www.coveainsurance.co.uk/reportclaim**
- Email **householdclaims@coveainsurance.co.uk**
- Write to **Covéa Insurance Property Careline, PO Box 824, Halifax HX1 9QT**
- See pages 22-23 for full details of how to make a claim and how **we** settle **your** claim
- Covéa Insurance Property Careline is a UK-based service
- **Our** staff are highly trained and can confirm whether **your** policy covers **you** for the incident
- Please have **your** policy number to hand when phoning
- In the event of **you** wishing to make a claim you must follow the procedures **we** have detailed in this policy, failing which **we** will not be liable for **your** claim

#### For claims under section E:

Check **your schedule** to see whether **you** have purchased these sections

- **Legal Protection (Section E) – 0330 024 2290**  
See page 34 for full details of how to make a claim

## LawCare

The LawCare service enables **you** to obtain confidential expert advice on any personal legal problem 24 hours a day 365 days a year. The advice given in most cases, is immediate, and is geared to providing **you** with easily understood practical help. Comprehensive advice is available on all areas of domestic legal issues such as personal injury matters, motor related disputes, property worries and matrimonial problems etc.

#### How to use LawCare:

1. To contact this service telephone 0330 024 2290 anytime day or night 365 days a year
2. Quote code number 70526
3. State **your** question or problem

The LawCare service is totally confidential. The only information that needs to be given is **your** code number. There is no limit to the number of times **you** can use the service.

# Meaning of Words

## Sections A-D

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Section E has its own Meaning of Words and appear in the relevant section of the policy.

### accidental damage

Unexpected physical damage caused suddenly by an identifiable external means.

### bodily injury

Death, illness, injury or disease.

### buildings

The **home**, its permanent **fixtures and fittings**, wooden laminate or vinyl flooring coverings, patios, terraces, paths, drives, walls, gates, hedges and fences, hard tennis courts, sunken swimming pools, cesspits, septic tanks, central heating fuel tanks, ornamental ponds, fountains, lampposts and railings, sheds and greenhouses, all situated at the risk address shown on **your schedule**.

**buildings** does not include land, trees, shrubs and plants, aerials, satellite receiving equipment or masts, carpets whether fitted or not.

### business equipment

Furniture, computers, laptops, keyboards, monitors, printers, computer-aided design equipment, facsimile machines, photocopiers, telecommunications equipment and stationery, which are used for the business, trade or profession of **you** or **your family**.

### contents

- aerials, satellite receiving equipment or masts fixed to or in the **home**;
- **business equipment** up to a total of £5,000;
- carpets whether fitted or not;
- **high risk items** up to the limits shown on page 23;
- household goods and **personal possessions**;
- interior decorations where **you** are the tenant of the **home** or where **you** are the owner, but not responsible for insuring the **buildings**;
- pedal cycles up to £750 each;
- mobile phones;
- tenants **fixtures and fittings**;

Which **you** or **your family** own or for which they are legally responsible.

**contents** does not include:

- Any electrically or mechanically powered vehicles (other than battery or pedestrian operated models or toys, domestic gardening equipment, golf carts or trolleys, and vehicles which are designed to assist disabled persons and are not registered for road use), any form of aircraft (including models) or hovercraft, boats, boards or any other craft or equipment designed for use in or on water, caravans, horse boxes, trailers, and their parts, spares or accessories for any of them;
- Deeds (other than as provided by paragraph 20 of Section B), securities, documents, **personal money** or **credit cards** (other than as provided by paragraph 23 of Section B);
- Wooden laminate or vinyl flooring covering;
- Landlords' **fixtures and fittings**;
- Any living creature;
- Trees, shrubs or plants;
- Mobile phone airtime.

### credit cards

Credit, cheque, charge, debit or cash dispenser cards.

### excess

The amount specified in the relevant section of this policy, or where no **excess** is specified in the policy, the amount set out in **your schedule**, which is the first part of the claim which **you** will be responsible for. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

### family

**Your:**

- Spouse or domestic partner
- Children (including adopted and foster children)
- Relatives who normally live with **you**.

### fixtures and fittings

- Built-in furniture and kitchen units;
- Built-in domestic appliances;
- Fixed glass and sanitary ware;
- Fixed pipes, ducts, tanks, wires, cables, switches, fires, central heating equipment, boilers and storage heaters;
- Light fittings.

# Meaning of Words

## Sections A-D

*continued*

### heave

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

### high risk items

- Any collections of stamps, coins, medals or banknotes;
- Articles made of gold, silver, precious metals or precious stones;
- Clocks;
- Jewellery, watches or furs;
- Sculptures, pictures, paintings or other works of art.

### home

The private dwelling and its garage(s) and permanent outbuildings (if shown on the title deeds) of **your** private dwellings, all at the address shown on **your schedule** and used for domestic purposes only.

Unless described differently by an endorsement to this policy, the private dwellings, garages and permanent outbuildings must:

- Be built of brick, stone or concrete;
- Be roofed with slates, tiles or concrete and no more than 20% of the total external roof area either flat or covered with felt.

### landslip

Downward movement of sloping ground.

### period of insurance

The period shown in **your schedule** and any further period for which **you** have paid, or have agreed to pay and **we** have agreed to accept **your** premium.

### personal money

- Cash, cheques, postal or money orders, travellers cheques, saving certificates and bonds, premium bonds, current postage stamps, gift tokens, or luncheon vouchers held for social or domestic purposes;
- Travel tickets, sports season tickets, phone cards or mobile telephone or multi media prepaid vouchers (but only for the cost of replacement for the period from the date of loss to the expiry date of the original ticket or voucher) if a duplicate cannot be obtained.

**personal money** does not include Air Miles vouchers, promotional vouchers, store points, lottery tickets, scratchcards or raffle tickets.

### personal possessions

Luggage, clothing, jewellery, spectacles, sports equipment, musical instruments, photographic equipment, mobile phones and other items which are normally used, worn on or carried about the person, which belong to **you** or **your family** or which **you** are legally responsible for.

**personal possessions** does not include:

- Anything which is defined as not included under **contents**;
- Camping equipment;
- Deeds, electronically stored data, **personal money** or **credit cards**;
- Household goods, domestic appliances, furnishings, furniture, china, glass or pottery;
- Pedal cycles;
- Tools.

### schedule

The document which gives the details of the cover **you** have.

### settlement

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten years of construction.

### subsidence

Downward movement of the ground beneath the **buildings** other than by **settlement**.

### unfurnished

Without enough furniture and furnishings for normal living purposes.

### United Kingdom

The **United Kingdom** of Great Britain and Northern Ireland.

### unoccupied

Not lived in by **you** for more than 30 days in a row.

### we, us or our

Covea Insurance plc.

### you or your

The person or people shown in **your schedule** as the insured.

## Sections A-D

### Registration and Regulatory Information

Insurance cover under Sections A to D is provided by Covea Insurance plc. Registered in England and Wales No. 613259. Registered office: Norman Place, Reading, Berkshire RG1 8DA

Covea Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** Firm Reference Number is 202277. **You** can check this on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### Complaints Procedure

It is always **our** intention to provide a first class standard of service. However **we** do appreciate that occasionally things go wrong. In some cases the broker or intermediary who arranged **your** insurance will be able to resolve any concerns, and **you** should contact them directly.

Alternatively, depending on the section of **your** policy please contact **us** as noted below, quoting **your** policy or claim number.

For Buildings, Contents, Personal Possessions and Pedal Cycles (Sections A-D) telephone Covéa Insurance on 0330 221 0444, or write to Customer Relations, Covéa Insurance, Norman Place, Reading RG1 8DA. **You** can contact **us** via email on **our** website at [www.coveainsurance.co.uk](http://www.coveainsurance.co.uk).

For Legal Protection Insurance (Section E) telephone 0330 100 9513 or write to Cigna Legal Protection, Customer Relations Department, First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

Full details of the Covéa Insurance Internal Complaints Procedure are detailed in **our** leaflet 'Complaints Procedure' which is available on request or may be downloaded from **our** website at [www.coveainsurance.co.uk/complaints](http://www.coveainsurance.co.uk/complaints).

If **you** should remain dissatisfied once Covéa Insurance has had the opportunity to resolve **your** complaint, **you** may be eligible to refer **your** complaint to the Financial Ombudsman Service (FOS). For further details they can be contacted at Exchange Tower, Harbour Exchange Square, London, E14 9SR. Further contact details include: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) and 0300 123 9 123 or 0800 023 4567.

There are a few instances where the FOS is not able to assist and **you** must have allowed the insurer relevant to the section the opportunity to resolve **your** complaint before the FOS becomes involved.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to receive compensation from the scheme if **we** cannot meet **our** obligations.

Further information is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU [www.fscs.org.uk](http://www.fscs.org.uk).

### Exchange of Information

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database services Ltd (IDS Ltd). The aim is to help **us** to check information provided and also to prevent fraudulent claims. **We** will pass information to the appropriate register(s). In dealing with any claim **we** may search the register(s).

In order to prevent or detect fraud **we** will check your details with various fraud prevention agencies. If false or inaccurate information is provided and fraud is suspected details will be passed to these agencies to prevent fraud and money laundering. Other users of these fraud prevention agencies may use this information in their own decision making processes. **We** may also conduct credit reference checks in certain circumstances. **You** can find out further details explaining how the information held by fraud prevention agencies may be used or in which circumstances **we** conduct credit reference checks and how these checks might affect **your** credit rating by contacting **us** at [info@coveainsurance.co.uk](mailto:info@coveainsurance.co.uk).

### Cancellation

#### Your rights to cancel your policy

**You** have the right to cancel **your** policy at any time; to do so **you** must instruct **your** intermediary. Any potential refund will be calculated as follows:

For cancellation instructions received within 14 days of policy purchase, renewal or **you** receiving **your** policy documents **we** will;

- provide a full refund if the **period of insurance** has not yet started.
- refund the premium for the exact number of days left in the current **period of insurance** even if a claim has been made in the current **period of insurance**. If cancellation occurs in the first **period of insurance** **we** will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.

# Customer Information

## Sections A-D

*continued*

For cancellation instructions received after the 14 day period described above has passed **we** will;

- refund the premium for the exact number of days left in the current **period of insurance** if no claims have been made in the current **period of insurance**. If cancellation occurs in the first **period of insurance** **we** will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.
- not refund any part of the premium if a claim has been made in the current **period of insurance**.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, **we** may deduct the full outstanding balance of this Loan from **your** claims settlement. If **we** do not exercise this right then outstanding monies may be owed when **your** policy is cancelled. All outstanding monies must be paid to Covéa Insurance as described in **your** Loan Agreement.

### Our rights to cancel your Policy

**We**, or **your** intermediary or other person acting for **us** have the right to cancel **your** policy, where there is a valid reason for doing so by sending seven days written notice to **your** last known address. Valid reasons may include, but are not limited to:

- Where **you** do not pay a premium when it is due to either **your** intermediary or direct to Covéa Insurance in line with a Loan Agreement;
- Where **you** are required to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- Where there is a failure by **you** to notify **us** of any changes in **your** circumstances as shown in the Policy Conditions Sections A-D page 7;
- Where **you** commit or attempt to commit fraud as shown in the Policy Conditions Sections A-D page 7;
- Use of threatening or abusive behaviour or language, or intimidation to **our** staff or suppliers.

If **we** cancel **your** policy for reasons other than fraud, **we** will refund the premium for the exact number of days left in the current **period of insurance**. In the first **period of insurance** **we** will also deduct an administration charge of £24 plus Insurance Premium Tax at the rate that applies at that time.

If **you** have a Loan Agreement with Covéa Insurance to pay for **your** insurance, outstanding monies may be owed when **your** policy is

cancelled. They must be paid to Covéa Insurance as described in **your** Loan Agreement.

If **we** cancel **your** policy on the grounds of fraud, cancellation will be from the date the fraudulent act was committed and **we** may keep any premium **you** have paid. **We** may also inform the police of the circumstances. Please read the Policy Conditions Sections A-D page 7 for further details in regard to fraud.



## Sections A-D

**You** must comply with these conditions. They control the operation of the policy cover for Sections A to D.

Section E has its own policy conditions which are detailed on pages 27-29.

### 1. Compliance with Policy Terms

**We** will only provide the cover described in the policy if all the terms and conditions of this policy so far as they apply have been met by **you** or anyone claiming under this policy.

### 2. Taking Care

**You** and **your family** must take all reasonable care to prevent loss, damage, accidents or injury and to protect and maintain the property which is covered by this insurance.

### 3. Changes in Your Circumstances

When **you** arranged **your** insurance **you** provided **us** with certain information that **we** requested and this information is confirmed in the statement of insurance supplied to **you** by **your** intermediary.

**You** must tell **us** or **your** intermediary straight away about any change in **your** circumstances.

The facts and changes in circumstances which **we** need to be told about are those which **we** consider important in assessing the degree of risk which **we** have taken on, the scope of the insurance cover **we** have provided to **you**, the terms upon which **we** are prepared to cover **you** and the premium which **we** charge **you**.

For example **we** need to know:

- (a) of a change of address;
- (b) if someone lives in the **home** other than you and **your family**;
- (c) if the **home** becomes **unoccupied** or **unfurnished**;
- (d) if the rebuilding costs of the **home** or the replacement values of the **contents**, **personal possessions** or pedal cycles exceed the limits shown in the policy or **your schedule**;
- (e) if **you** or **your family** or anyone currently living with **you** are charged or are convicted of any offence other than driving offences;
- (f) if **you** or **your family** or anyone currently living with **you** have been declared bankrupt or are subject to bankruptcy proceedings or have received a County Court Judgment (CCJ) or Individual Voluntary Arrangement (IVA);
- (g) if **you** change **your** occupation;
- (h) if the **home** is being used for business or professional purposes;

- (i) if the **home** is not in a good state of repair;
- (j) if the **home** is undergoing structural alteration, structural repair, restoration or renovation;
- (k) if any of the information provided and recorded in the proposal form or statement of insurance has changed.

If there are any changes in **your** circumstances which occur after this policy has begun, then **you** must tell **us** or **your** intermediary immediately.

Upon being told of a change in circumstances, **we** reserve the right to:

- (a) cancel **your** policy; or
- (b) charge **you** an additional premium or provide **you** with a return premium with effect from the date upon which **your** circumstances changed; and/or
- (c) apply an endorsement to the policy with effect from the date upon which **your** circumstances changed with further conditions or warranties which **you** must comply with.

If **you** fail to tell **us** of any change in **your** circumstances which occurs after the start date of the **period of insurance**, **we** would consider this to be a non disclosure/misrepresentation and the action **we** may take is detailed under policy condition 11 Non Disclosure and Misrepresentation on page 7.

### 4. Other Insurance

If **you** claim under this policy for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

### 5. Fraud

If **you** or any member of **your family** makes a claim under this policy which is in any part false, exaggerated or supports a claim with a false document or statement, **we** will not pay the claim and all cover under this policy ceases immediately. The police will be informed.

### 6. Index Linking

The **buildings** sum insured is automatically adjusted in line with changes in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or an alternative appropriate index. The **contents** and unspecified and specified **personal possessions** sums insured are automatically adjusted in line with changes in the Retail Price Index or an alternative appropriate index.

**You** will be told at each renewal date of the revised sums insured.

# Policy Conditions

## Sections A-D

*continued*

### 7. Contracts (Rights of Third Parties) Act 1999

No third party will have, or be able to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999. This does not affect the rights or remedies available to a third party, apart from this Act.

### 8. Claims

When circumstances arise which might give rise to **you** making a claim under this policy, **you** must:

- tell **us** as soon as reasonably possible;
- tell the local police immediately **you** become aware something is lost or **you** suspect theft, attempted theft or malicious damage and keep a note of any reference number given to **you**;
- take all reasonable steps to recover any property which has been lost;
- send **us** at **our** reasonable expense, all the documents and information (including written estimates and proof of value or ownership) **we** may request from **you**.

**You** must not:

- pay, offer or agree to pay any amount or admit responsibility without **our** permission;
- abandon any property to **us** unless **you** have **our** permission.

**We** will not pay any claims under this policy unless **you** have kept to the above conditions.

**We** may:

- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **we** have agreed to pay a claim and deal with them in a reasonable manner;
- take over, defend or settle a claim made against **you** or at **our** own expense, take legal action in **your** name to get back any payment **we** have made under this policy.

### 9. No Claims Discount

If **you** do not make a claim during the **period of insurance we** will increase **your** no claims discount at next renewal date in line with **our** scale.

If **you** make a claim under Section A buildings or Section B contents **we** will reduce **your** no claims discount under that section at the next renewal date in line with **our** scale.

If **you** make a claim under section C personal possessions, or section D pedal cycles **we** will reduce Section B contents no claims discount at the next renewal date in line with **our** scale.

Details of **our** no claims discount scale is available on request.

No claims discount is not applicable to Sections E to G and in the event of a claim under these sections the no claims discount under section A buildings and section B contents will not be affected.

### 10. Non Disclosure and Misrepresentation

Information which **you** gave **us** before this policy started, during the course of the policy or for the purposes of renewing the policy (whether provided orally, electronically or in writing) must be complete and correct. **You** can ensure the information is correct by checking **your** statement of insurance, if any information is incorrect or **you** are unsure, contact **your** intermediary immediately.

If **you** have provided **us** with inaccurate information, which might have affected **our** decision to provide insurance cover, the level of premium, or the terms of this policy, before **you** took out the policy, or before renewal then **we** may have the right to:

- apply terms to the policy by endorsement; and/or
- cancel the policy; and/or
- void the policy, which means **we** will treat the policy as if it had never existed; and/or
- repudiate any claims; and/or
- recover any payments from **you** made on previous claims; and/or
- retain the premium; and/or
- allow a pro-rata refund of the premium; and/or
- refund the premium in full.

### 11. Law Applicable to Contract

English law will apply to this contract unless **you** and **we** agree otherwise.

## Sections A-D

Exceptions are the events, liabilities or property **we** will not pay for under Sections A to D of the policy.

Sections E and F have their own exceptions which are detailed on page 30 and 39.

### 1. Radioactive Contamination

Any expense, loss, **bodily injury**, liability or damage to any property directly or indirectly caused by, contributed to or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

### 2. Sonic Booms

Any loss or damage arising directly from pressure waves caused by aircraft and other aerial devices.

### 3. War Risks

Any loss, damage, **bodily injury** or liability which is the direct or indirect result of any of the following:

War, invasion, act of foreign enemy, hostilities (whether or not war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or similar event.

### 4. Events Before the Policy Started

Any loss, damage, **bodily injury** or liability arising out of any accident or incident that happened before this policy started.

### 5. Deliberate Acts

Any loss, damage, **bodily injury** or liability caused deliberately, maliciously, wilfully, recklessly by **you, your family**, lodgers, guests, tenants or employees.

### 6. Reduction in Value

Any reduction in market value following repair or replacement paid for under this policy.

### 7. Deception

Any loss or damage caused by deception, unless the only deception is gaining entry to the **home**.

### 8. Business Property and Legal Liability

Any loss or damage to property owned by, held in trust or primarily used for any business, trade or profession (other than **business equipment**). Any legal liability arising directly or indirectly from any business, trade or profession.

### 9. Confiscation

Any loss, damage or liability caused by confiscation, detention or seizure by:

- (a) customs, police or other officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

### 10. Pollution or Contamination

Any loss, damage or liability arising from pollution or contamination unless directly or indirectly caused by a sudden and unforeseen and identifiable incident occurring during the **period of insurance**.

### 11. Date Change and Computer Viruses

Any loss, damage or liability arising from:

- (a) the failure of a computer chip, computer software or any other electronic equipment to recognise a true calendar date;
- (b) computer viruses.

### 12. Terrorism

Liability, loss, damage, cost or expense caused directly or indirectly by an act of terrorism as defined in the Terrorism Act 2000 except for loss or damage to **your** property from a cause insured by this policy, provided the liability, loss, damage, cost or expense does not arise out of the use of biological, chemical and/or nuclear force or threat thereof.

### 13. Wear and Tear

Loss or damage caused by wear and tear or anything which happens gradually.

# Policy Cover

## Section A – Buildings

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
Loss or damage to <b>buildings</b> caused by:	<ul style="list-style-type: none"> <li>The <b>excess</b> which is shown on <b>your schedule</b> under all paragraphs of this section except paragraph 18.</li> <li>Wet or dry rot.</li> <li>Loss or damage due to any gradually occurring cause.</li> </ul>
1. Fire, explosion, lightning or earthquake.	
2. Smoke.	
3. Riot, civil commotion, strikes, labour or political disturbances.	
4. Malicious Acts.	Loss or damage caused: <ul style="list-style-type: none"> <li>by <b>you</b>, a member of <b>your family</b>, lodgers, guests, tenants or employees;</li> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
5. Storm or flood.	Loss or damage: <ul style="list-style-type: none"> <li>to gates, hedges and fences;</li> <li>caused by rising ground water levels or other gradually occurring cause.</li> </ul>
6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank; (b) Oil escaping from any fixed domestic heating installation.	Loss or damage: <ul style="list-style-type: none"> <li>caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>caused by the escape of water from guttering, rainwater down pipes, roof valleys and gullies.</li> </ul>
7. Theft or attempted theft.	Loss or damage caused: <ul style="list-style-type: none"> <li>by <b>you</b>, a member of <b>your family</b>, lodgers, guests, tenants or employees;</li> <li>while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>
8. Impact or collision by: <ul style="list-style-type: none"> <li>(a) Aircraft or other aerial devices or items dropped from them;</li> <li>(b) Vehicles or animals;</li> <li>(c) Falling trees or branches.</li> </ul> We will also pay the cost of removing trees or branches if they have caused damage insured by this section to the <b>buildings</b> .	Loss or damage caused: <ul style="list-style-type: none"> <li>by <b>your</b> pets.</li> </ul>
9. Falling aerials (including satellite receiving equipment) their fittings and masts.	

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>10. Subsidence</b> or ground <b>heave</b> of the site that the <b>buildings</b> stand on or <b>landslip</b>.</p>	<p>The first £1,000 of each claim.</p> <p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li>• coastal or river erosion;</li> <li>• faulty design, workmanship or the use of defective materials;</li> <li>• demolition, structural alteration or repair to the <b>buildings</b>;</li> <li>• the movement of solid floor slabs unless the foundations beneath the external walls of the <b>home</b> are damaged at the same time and by the same cause;</li> <li>• the bedding down of new structures, <b>settlement</b>, movement of made up ground, shrinkage or expansion;</li> <li>• the action of chemicals or chemical reaction.</li> </ul> <p>Damage:</p> <ul style="list-style-type: none"> <li>• to walls, gates, fences, paths, drives, terraces, patios, swimming pools, tennis courts, cesspits, septic tanks, central heating fuel tanks unless the <b>home</b> is damaged at the same time and by the same cause;</li> <li>• for which compensation is provided by the National House Building Council Scheme, or other similar guarantee.</li> </ul>
<b>THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION</b>	
<p><b>11. Frost Damage.</b></p> <p>Frost damage to interior fixed domestic water or heating installation in the <b>home</b>.</p>	<p>Damage caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>12. Glass, Sanitary Ware and Ceramic Hobs.</b></p> <p>Accidental breakage of ceramic hobs in fixed appliances if fitted, fixed glass, solar panels and sanitary ware all forming part of the <b>home</b>.</p>	<p>Breakage caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>13. Cables, Pipes and Tanks.</b></p> <p><b>Accidental damage</b> for which <b>you</b> are legally responsible to any cables, underground service pipes, drains or underground tanks servicing the <b>home</b>.</p>	<p>The cost of clearing blocked drains unless the blockage is caused by damage to the fabric of the drains insured by this section.</p> <p>Damage caused to pitch fibre drains by any inherent defect in the design, construction or installation of the drains.</p>
<p><b>14. Trace and Access.</b></p> <p>Following damage insured by paragraph 6 <b>we</b> will also pay the costs <b>you</b> incur in locating the source of the damage up to £5,000.</p>	<p>Damage caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>

# Policy Cover

## Section A – Buildings

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>15. Professional Fees and Additional Costs.</b></p> <p>Following damage insured by Section A and incurred as a direct result of the loss or damage to the <b>home</b> with <b>our</b> consent, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• the costs of complying with any government or local authority requirement;</li> <li>• fees to architects, surveyors and consulting engineers;</li> <li>• legal fees;</li> <li>• the cost of clearing the site and making it and the <b>home</b> safe.</li> </ul>	<p>Costs or fees for preparing and handling a claim under this section.</p> <p>Costs of complying with requirements that <b>you</b> were given notice of before the damage occurred.</p> <p>Costs for undamaged parts of the <b>buildings</b> except the foundations of the damaged parts.</p>
<p><b>16. Temporary Accommodation and Loss of Rent.</b></p> <p>If <b>your home</b> is uninhabitable due to damage insured by this section:</p> <ul style="list-style-type: none"> <li>• the cost of similar temporary accommodation for <b>you, your family</b> and <b>your</b> pets;</li> <li>• rent which should have been paid to <b>you</b>;</li> <li>• ground rent which <b>you</b> have to pay.</li> </ul> <p>The most <b>we</b> will pay is 20% of the sum insured by this section.</p>	
<p><b>17. Moving Home.</b></p> <p>If <b>you</b> are selling the <b>home</b> <b>we</b> will insure the buyer under this section between the date of exchange of contracts, or conclusion of missives, and the completion date unless the buyer has arranged his own insurance.</p> <p>In order for this cover to apply, formal completion must have taken place. <b>You</b> and the buyer must keep to the terms and conditions of this policy.</p>	
<p><b>18. Property Owners Liability.</b></p> <p>Compensation, legal costs and expenses which <b>you</b> (or if <b>you</b> die <b>your</b> personal representatives) legally have to pay to someone else in respect of:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person or</li> <li>• accidental loss or damage to property not belonging to <b>you</b>,</li> </ul> <p>during the <b>period of insurance</b>, which arises out of:</p> <p><b>(a)</b> <b>you</b> owning but not occupying the <b>buildings</b> and their land; or</p> <p><b>(b)</b> <b>your</b> previous ownership of any private property under Section 3 of the Defective Premises Act 1972</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none"> <li>• any contract or agreement that says <b>you</b> or a member of <b>your family</b> are liable for something which <b>you</b> or they would not otherwise have been liable for;</li> <li>• the occupation of the <b>buildings</b>;</li> <li>• any business or professional use of the <b>buildings</b>.</li> </ul> <p>Liability for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any member of <b>your family</b> or to a person employed by <b>you</b> or by a member of <b>your family</b>;</li> <li>• damage to property belonging to <b>you</b> or a member of <b>your family</b> or for which <b>you</b> or <b>your family</b> are responsible.</li> </ul>

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> consent in connection with defending such claim.</p> <p>The most <b>we</b> will pay (inclusive of claimants and defence legal costs and expenses agreed by <b>us</b> in writing) is £2,000,000 for any claim or series of claims arising from any one event or one source or original cause.</p>	
<p><b>19. Emergency Access.</b></p> <p>Loss or damage to the <b>buildings</b> caused by a member of the emergency services breaking into the <b>home</b>:</p> <ul style="list-style-type: none"> <li>to rescue <b>you</b>, a member of <b>your family</b>, lodgers, guests, tenants or employees;</li> <li>to prevent loss or damage to <b>your home</b>.</li> </ul> <p>The most <b>we</b> will pay is £500.</p>	
<p><b>20. Accidental Damage.</b></p> <p>This cover only applies if <b>you</b> have selected it and it is shown on <b>your schedule</b>.</p> <p><b>accidental damage</b> to the <b>buildings</b>.</p>	<p>Any loss or damage which <b>we</b> have indicated that <b>we</b> will not pay for under paragraphs 1-14 of this section.</p> <p>Damage occurring whilst:</p> <ul style="list-style-type: none"> <li>any part of the <b>home</b> is lent, let, sub-let or shared;</li> <li>the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>the <b>home</b> is undergoing demolition, structural alteration or structural repair.</li> </ul> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"> <li>insects, parasites, vermin, fungus or mildew;</li> <li>chewing, scratching, tearing or fouling by <b>your</b> pets;</li> <li>atmospheric or climatic conditions or frost (except as covered by paragraph 11);</li> <li>alteration, repair, maintenance, cleaning, restoration, dismantling, renovation or breakdown;</li> <li>faulty design or workmanship or the use of faulty materials;</li> <li>structural movement, <b>settlement</b>, shrinkage.</li> </ul>

**IMPORTANT NOTE IN RESPECT OF: Paragraph 18 Property Owners Liability**

If **you** are both the owner and the occupier of the **home** insured by this policy, accidents which happen in **buildings** or on land are, by law, usually the responsibility of the person who lives in the building or on the land, rather than the person who owns the building.

If **you** are the owner and occupier of the **buildings**, this section does not cover **your** legal liability as the occupier of the **home** or its land. **You** will need to arrange **contents** insurance which provides occupiers liability cover to make sure **you** are fully protected.

# Policy Cover

## Section B – Contents

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>Loss or damage to <b>contents</b> which <b>you</b> own or which <b>you</b> are legally responsible for whilst:</p> <ul style="list-style-type: none"> <li>• in the <b>home</b>;</li> <li>• permanently or temporarily in the open within the boundary of the land belonging to the <b>home</b> up to £500.</li> </ul> <p>Caused by:</p>	<ul style="list-style-type: none"> <li>• The excess which is shown on <b>your schedule</b> under all paragraphs of this section except paragraphs 24 and 25.</li> <li>• Loss or damage to <b>Contents</b> permanently or temporarily in the open within the boundary of the land belonging to the <b>home</b> while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• Loss or damage due to any gradually occurring cause.</li> </ul>
<p>1. Fire, explosion, lightning or earthquake.</p>	
<p>2. Smoke.</p>	
<p>3. Riot, civil commotion, strikes, labour or political disturbances.</p>	
<p>4. Malicious acts.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by <b>you</b>, a member of <b>your family</b>, lodgers, guests, tenants or employees;</li> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p>Any amount over £2,000 for loss or damage to the <b>contents</b> contained in garages or outbuildings at the <b>home</b>.</p>
<p>5. Storm or flood.</p>	<p>Loss or damage to <b>Contents</b>:</p> <ul style="list-style-type: none"> <li>• permanently or temporarily in the open within the boundary of the land belonging to the <b>home</b></li> <li>• caused by rising ground water levels or other gradually occurring cause.</li> </ul>
<p>6. (a) Water escaping from any fixed domestic water or heating installation, washing machine, dishwasher, refrigerator, freezer or fixed fish tank.</p> <p>(b) Oil escaping from any fixed domestic heating installation.</p>	<p>Loss or damage caused while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</p> <p>Loss or damage caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</p>
<p>7. Theft or attempted theft.</p>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by <b>you</b>, <b>your family</b>, lodgers, guests, tenants or employees;</li> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• while any part of the <b>home</b> is lent, let, sub-let or shared unless following forcible or violent entry to or exit from the <b>home</b>.</li> </ul> <p>Any amount over £2,000 for loss or damage to the <b>contents</b> contained in garages or outbuildings at the <b>home</b>.</p>



# Policy Cover

## Section B – Contents

*continued*

Property Careline

0330 024 2255

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>8.</b> Impact or collision by:</p> <ul style="list-style-type: none"> <li>(a) Aircraft or items dropped from them or other flying objects.</li> <li>(b) Vehicles or animals.</li> <li>(c) Falling trees or branches.</li> </ul>	<p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• by <b>your</b> pets.</li> </ul>
<p><b>9.</b> Falling aerials (including satellite receiving equipment) their fittings and masts.</p>	
<p><b>10. Subsidence</b> or ground <b>heave</b> of the site that the <b>buildings</b> stand on or <b>landslip</b>.</p>	<p>Damage caused by or resulting from:</p> <ul style="list-style-type: none"> <li>• coastal or river erosion</li> <li>• the movement of solid floor slabs unless the foundations underneath the external walls of the <b>home</b> are damaged at the same time and of the same cause.</li> </ul>
THE FOLLOWING COVERS ARE ALSO INCLUDED IN THIS SECTION	
<p><b>11.</b> Glass, Mirrors and Ceramic Hobs.</p> <p>Accidental breakage while in the <b>home</b> of mirrors, fixed glass in furniture or ceramic tops in free-standing cookers.</p>	<p>Loss or damage caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>12.</b> Loss of Oil and Metered Water.</p> <p>Loss of metered water or of oil from the <b>home</b> following <b>accidental damage</b> to the water or heating system.</p> <p>The most <b>we</b> will pay is £1,000.</p>	<p>Loss or damage caused while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p>
<p><b>13.</b> Audio, Visual and Computer Equipment.</p> <p><b>Accidental damage:</b></p> <ul style="list-style-type: none"> <li>• while in the <b>home</b> to television, audio or video equipment, DVD players, digital boxes, games consoles, or to personal computers, laptops and computer equipment;</li> <li>• to receiving aerials and satellite receiving equipment fixed to the <b>home</b>.</li> </ul>	<p>Damage to:</p> <ul style="list-style-type: none"> <li>• tapes, cassettes, cartridges, records or discs of any kind;</li> <li>• camcorders, video cameras, digital cameras, hand-held electronic games or toys, mobile phones or telephone equipment;</li> </ul> <p>Loss or damage caused:</p> <ul style="list-style-type: none"> <li>• while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>• by computer viruses;</li> <li>• by pets.</li> </ul> <p>The cost of remaking any film, disc or tape, or the value of any information contained on it or recovering any digitally held media.</p>

# Policy Cover

## Section B – Contents

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>14. Legally Downloaded Audio/Visual Files.</b></p> <p>Loss or damage insured by Section B paragraphs 1 to 10 to legally downloaded audio/visual files.</p>	<ul style="list-style-type: none"> <li>• any amount over £500</li> <li>• any illegally downloaded files or files where proof of purchase cannot be proved</li> <li>• the clerical labour and computer time taken to reinstate the files.</li> </ul>
<p><b>15. Household Removal.</b></p> <p>Accidental loss or <b>accidental damage</b> to the <b>contents</b> while they are being moved by professional furniture removers from the <b>home</b> to <b>your</b> new permanent <b>home</b> within the <b>United Kingdom</b>.</p>	<p>Loss or damage caused by cracking, scratching or breakage of china, marble, glass or similar brittle articles, unless packed by professional packers.</p> <p>Loss or damage that is not reported within 7 days of delivery to a new <b>home</b>.</p> <p>Loss of or damage to <b>contents</b> in storage or being moved to or from storage.</p>
<p><b>16. Contents Temporarily Removed.</b></p> <p>Loss or damage to <b>contents</b> within the <b>United Kingdom</b> while temporarily away from the <b>home</b> up to a maximum of 90 days caused by:</p> <ul style="list-style-type: none"> <li>• Section B paragraphs 1-6 and 8-10;</li> <li>• theft or attempted theft from: <ul style="list-style-type: none"> <li>– a deposit box in a bank;</li> <li>– an occupied private house or flat;</li> <li>– any other building where <b>you</b> or a member of <b>your family</b> work or are temporarily living.</li> </ul> </li> </ul> <p>The most <b>we</b> will pay is 20% of the sum insured by this section to a maximum of £5,000 except for <b>contents</b> contained in garages or outbuildings when the most <b>we</b> will pay is £2,000</p>	<p>Loss or damage to <b>contents</b> which is not in a building caused by storm, flood, theft or malicious damage.</p> <p>Loss or damage caused by theft or attempted theft unless following forcible or violent entry to or exit from the building being:</p> <p><b>(a)</b> a building where <b>you</b> or a member of <b>your family</b> are living temporarily;</p> <p><b>(b)</b> a building where <b>you</b> or a member of <b>your family</b> are employed or engaged in business.</p> <p>Theft of <b>personal money</b>.</p> <p>Loss or damage to <b>contents</b>:</p> <ul style="list-style-type: none"> <li>• which have been removed for sale, exhibition or placed in a furniture depository.</li> <li>• belonging to a member of <b>your family</b> while they are living and studying away from the <b>home</b>.</li> </ul>
<p><b>17. Students Cover.</b></p> <p>Loss or damage insured by Section B, paragraphs 1–10 to the <b>contents</b> belonging to <b>you</b> or <b>your family</b> while in full time education in the <b>United Kingdom</b> and living and studying away from the <b>home</b>.</p> <p>The most <b>we</b> will pay is £2,500.</p>	<p>Loss or damage caused by theft or attempted theft from a building unless following forcible or violent entry to or exit from the building.</p>

## Section B – Contents

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>18.</b> Temporary Accommodation.</p> <p>The cost of similar accommodation for <b>you, your family</b> and <b>your</b> pets if <b>your home</b> is uninhabitable due to damage insured by section B – <b>contents</b> during the time necessary for the <b>home</b> to be restored to a habitable condition.</p> <p>The most <b>we</b> will pay is 20% of the sum insured by this section.</p>	
<p><b>19.</b> Loss of Keys.</p> <p>The cost of replacing and fitting the locks and keys of external doors and windows of the <b>home</b> if the keys are accidentally lost or stolen anywhere in the world.</p> <p>The most <b>we</b> will pay is £500.</p>	
<p><b>20.</b> Title Deeds.</p> <p>The cost of preparing new title deeds to the <b>home</b> following loss or damage insured by this section while in the <b>home</b> or kept with <b>your</b> solicitor, bank or mortgagee for safe keeping.</p> <p>The most <b>we</b> will pay is £1,000.</p>	
<p><b>21.</b> Religious Festivals and Wedding Gifts.</p> <p><b>We</b> will increase the <b>contents</b> sum insured under this section by 10% up to a maximum of £3,000;</p> <ul style="list-style-type: none"> <li>during <b>your</b> Religious Festival to cover gifts and extra food and drink;</li> <li>for one month before and after the wedding day of <b>you</b> or a member of <b>your family</b> to cover wedding gifts and extra food and drink at the <b>home</b>, at the reception or in transit between the <b>home</b> and the reception.</li> </ul>	
<p><b>22.</b> Freezer Contents.</p> <p>Loss or damage to food or drink in any freezer in the <b>home</b> caused by:</p> <ul style="list-style-type: none"> <li>a change in temperature of the freezer;</li> <li>contamination by the escape of refrigerant or refrigerant fumes.</li> </ul> <p>The most <b>we</b> will pay is £1,000.</p>	<p>Loss or damage caused by the deliberate act of the supply authority.</p>

# Policy Cover

## Section B – Contents

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>23. Personal Money and Credit Cards.</b></p> <p><b>(a)</b> Accidental loss anywhere in the world of <b>personal money</b> belonging to <b>you</b> or a member of <b>your family</b>. The most <b>we</b> will pay is £1,000.</p> <p><b>(b)</b> Financial loss following fraudulent use of <b>credit cards</b> belonging to <b>you</b> or a member of <b>your family</b> anywhere in the world. The most <b>we</b> will pay is £1,000.</p>	<p><b>(a)</b> Losses caused by error or omissions. Losses not reported to the Police immediately after discovery. Loss from the <b>home</b> while the home is <b>unoccupied</b> or <b>unfurnished</b>. Loss from the <b>home</b> while any part of the <b>home</b> is lent, let, sub-let or shared, unless following forcible or violent entry to or exit from the <b>home</b>.</p> <p><b>(b)</b> Any loss not reported to the issuing company immediately after discovery. Liability following breach of the terms and conditions of use.</p>
<p><b>24. Tenants Cover.</b></p> <p>Loss or damage to:</p> <p><b>(a) Fixtures and fittings</b>, greenhouses and sheds installed by <b>you</b> at the <b>home</b> and for which <b>you</b> are responsible;</p> <p><b>(b)</b> The structure, decorations, <b>fixtures and fittings</b> of the <b>home</b> that <b>you</b> are responsible for as a tenant under a tenancy agreement;</p> <p>insured by Section A paragraphs 1-12 of this policy.</p> <p>The most <b>we</b> will pay is 20% of the sum insured by this section up to a maximum of £5,000.</p>	

Your schedule shows if this section applies to your policy.

We will pay for:	We will not pay for:
<p><b>25. Occupiers and Personal Liability.</b></p> <p>(i) Compensation and legal costs and expenses which <b>you</b> (or if <b>you</b> die <b>your</b> personal representatives) legally have to pay to someone else in respect of:</p> <p>(a) <b>bodily injury</b> to that person; or</p> <p>(b) accidental loss or damage to property not belonging to <b>you</b>;</p> <p>which occurs during the <b>period of insurance</b> and which arises out of:</p> <p>(a) <b>you</b> occupying the home including its land; or</p> <p>(b) <b>your</b> acts or omissions as a private individual anywhere in the <b>United Kingdom</b> or elsewhere for temporary visits.</p> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> consent in connection with defending any such claim.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is £2 million inclusive of claimants and defence legal costs and expenses.</p> <p>(ii) Compensation, legal costs and expenses which <b>you</b> (or if <b>you</b> die <b>your</b> personal representatives) legally have to pay in respect of <b>bodily injury to your</b> domestic employees occurring during the <b>period of insurance</b>. The <b>bodily injury</b> must occur during the course of their work for <b>you</b> and during the <b>period of insurance</b>.</p> <p><b>We</b> will also pay legal costs and expenses incurred with <b>our</b> consent in connection with defending any such claim.</p> <p>The most <b>we</b> will pay for any claim or claims arising from one event is £10 million inclusive of claimants and defence legal costs and expenses.</p>	<p>Liability arising from:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to <b>you</b> or a member of <b>your family</b> or to a person employed by <b>you</b> or a member of <b>your family</b>;</li> <li>• damage to property (other than temporary holiday accommodation) owned or held in trust by or in the custody or control of <b>you</b> or a member of <b>your family</b>;</li> <li>• any contract or agreement that says that <b>you</b> or a member of <b>your family</b> are liable for something which <b>you</b> or they would not otherwise have been liable for;</li> <li>• ownership of any land or building including the <b>home</b>;</li> <li>• an illness or disease <b>you</b> or a member of <b>your family</b> pass onto someone else;</li> <li>• <b>your</b> trade, business or profession, occupation or former business, trade profession or occupation and whether or not such liability arises out of a job carried out for reward;</li> <li>• the ownership, custody, control or use of: <ul style="list-style-type: none"> <li>– road vehicles or any electrically or mechanically powered vehicles (except battery or pedestrian operated models or toys, domestic gardening equipment, golf carts or trolleys or buggies, and vehicles which are designed to assist disabled persons and are not registered for road use);</li> <li>– caravans, horse boxes or trailers;</li> <li>– any form of aircraft (including models) or hovercraft;</li> <li>– watercraft or any other equipment designed for or intended for use on or in water (except battery or pedestrian operated models or toys or hand propelled watercraft);</li> <li>– animals other than domestic pets and horses kept for private hacking;</li> <li>– dogs of a type referred to in the Dangerous Dogs Act 1991 or any subsequent amendment;</li> <li>– firearms, except legally-held sporting guns while being used for sporting purposes.</li> </ul> </li> <li>• fines, penalties or aggravated, punitive, or exemplary damages.</li> </ul>

# Policy Cover

## Section B – Contents

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>26. Accidental Damage.</b></p> <p>This cover only applies if <b>you</b> have selected it and it is shown on <b>your schedule</b>.</p> <p><b>Accidental damage</b> to the <b>contents</b> while in the <b>home</b>.</p>	<p>Any loss or damage shown as not insured under the <b>contents</b> section, paragraphs 1-10.</p> <p>Loss or damage occurring whilst:</p> <ul style="list-style-type: none"><li>• any part of the <b>home</b> is lent, let, sub-let or shared;</li><li>• the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li><li>• the <b>home</b> is undergoing demolition, structural alteration or structural repair.</li></ul> <p>Any amount over £1,000 for damage to glass, china, porcelain, earthenware, stone or other fragile material whilst it is being handled or used.</p> <p>Damage to clothing or contact lenses.</p> <p>Damage caused by or arising from:</p> <ul style="list-style-type: none"><li>• insects, parasites, vermin, fungus or mildew;</li><li>• chewing, scratching, tearing or fouling by <b>your</b> pets;</li><li>• atmospheric or climatic conditions;</li><li>• alteration, repair, maintenance, restoration, dismantling, renovation or breakdown;</li><li>• faulty design or workmanship or the use of faulty materials;</li><li>• any process of cleaning, drying, dyeing, heating or washing.</li></ul>

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>Theft or accidental loss of or <b>accidental damage</b> to:</p> <ol style="list-style-type: none"> <li>1. Unspecified <b>personal possessions</b>;</li> <li>2. Specified <b>personal possessions</b> listed in <b>your schedule</b>;</li> </ol> <p>whilst within the <b>United Kingdom</b> or anywhere else in the world for up to 60 days in any one <b>period of insurance</b> which <b>you</b> or a member of <b>your family</b> own or are legally responsible for.</p>	<p>The <b>excess</b> of £50.</p> <p>Loss or damage from the <b>home</b> caused by theft, attempted theft or malicious acts, while the <b>home</b> is left <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Loss of property from an unattended road vehicle, unless the property is concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs are securely closed and all doors are locked.</p> <p>Any amount over £1,000 in respect of loss of property from an unattended road vehicle.</p> <p>Loss or damage to sports equipment whilst in the course of play or use.</p> <p>Loss or damage caused by or arising from:</p> <ul style="list-style-type: none"> <li>• insects, parasites, vermin, fungus or mildew;</li> <li>• atmospheric or climatic conditions or frost;</li> <li>• scratching, denting or chipping;</li> <li>• chewing, scratching, tearing or fouling by <b>your</b> pets;</li> <li>• alteration, repair, maintenance, restoration, dismantling, renovation or breakdown;</li> <li>• faulty design or workmanship or the use of faulty materials;</li> <li>• the cost of remaking any film, disc or tape or the value of any information contained on it;</li> <li>• any process of cleaning, drying, dyeing, heating or washing.</li> </ul>

# Policy Cover

## Section D – Pedal Cycles

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>Theft or accidental loss of or <b>accidental damage</b> to pedal cycles described in <b>your schedule</b> while within the <b>United Kingdom</b> which <b>you</b> or a member of <b>your family</b> own or are legally responsible for.</p>	<p>The <b>excess</b> of £50.</p> <p>Loss or damage while the pedal cycle is being used for racing, rallies, pacemaking or trials.</p> <p>Loss of or damage to accessories or tyres unless the pedal cycle is stolen, lost or damaged at the same time.</p> <p>Theft of an unattended pedal cycle while outside the boundary of the <b>home</b>, unless in a locked building or attached by a locked security device between the cycle's frame and a permanently fixed structure.</p> <p>Loss or damage caused by cleaning, repairing or restoring.</p> <p>Loss of value.</p> <p>More than the amount specified in the <b>schedule</b>.</p>



### How to make a claim

To make a claim for any of the following:

Section A: Buildings

Section B: Contents

Section C: Personal Possessions

Section D: Pedal Cycles

1. Check the policy booklet and **your schedule** to see which sections **you** are covered for.
2. Contact the Covéa Insurance Property Careline using any of the following details:

Telephone: **0330 024 2255**

Fax: **0330 024 2613**

Online: [www.coveainsurance.co.uk/reportclaim](http://www.coveainsurance.co.uk/reportclaim)

Email: [householdclaims@coveainsurance.co.uk](mailto:householdclaims@coveainsurance.co.uk)

In writing: **Covéa Insurance Property Careline, PO Box 824, Halifax HX1 9QT**

**Please have the following information to hand before you telephone Covéa Insurance Property Careline:**

- Policy number;
- **Home** postcode
- Nature of problem
- Police incident number (if **you** are a victim of theft, malicious damage, vandalism or something is lost or damaged away from the **home**)
- Approximate cost to replace/repair the item.

**We** will register the claim from the details **you** provide and tell **you** what to do next.

3. If **you** are a victim of theft, malicious damage, vandalism or something is lost or damaged away from the **home**, tell the police or issuing authority first and request an incident number. It would be helpful if **you** have an approximate cost to replace/repair the item(s) **you** would like to claim for.
4. Do not admit fault if **you** or any member of **your family** are being held responsible for injury or damage. Send all documents **you** receive unanswered and without delay to Covéa Insurance, Norman Place, Reading RG1 8DA.

Covéa Insurance exchanges information with other companies through various databases to help **us** check the information provided and also prevent fraudulent claims.

Please also refer to policy conditions as set out on pages 6-7 and policy exceptions as set out on page 8 of the policy booklet and how **we** settle **your** claim under Sections A-D on this page and page 23.

### How we settle your claim under Sections A-D

This section details how **we** settle claims under Sections A, B, C and D of **your** policy. (Sections E, F and G have their own details on pages 34, 40 and 46). The most **we** will pay for any one claim is the amount shown on **your** policy **schedule** unless a more specific limit applies.

**We** will take off the **excess** from the amount **we** agree to settle **your** claim. The **excess** will apply to each separate incident. If a claim is made under more than one section of this policy, resulting from the same incident only one **excess** will be deducted.

Remember, no policy covers everything. **We** do not cover certain things such as wear and tear and maintenance. The things which are not covered by **your** policy are stated:

- In the policy conditions which apply to Sections A-D on pages 6-7.
- In the policy exceptions that apply to Sections A-D on page 8.
- Under **we** will not pay for on pages 9-21.

It is important to ensure that **you** understand the policy conditions and policy exceptions which apply to **your** policy because if **you** do not meet these conditions, it may affect any claim **you** make.

### Section A – Buildings

As long as the loss or damage is covered under **your** policy, **we** will decide whether to settle a claim by either rebuilding, repairing or replacing or by making a payment in respect of the damaged part of the **buildings** provided that:

1. Immediately before the incident giving rise to the loss or damage:
  - (a) the **buildings** were in a good state of repair and properly maintained;
  - (b) the limit shown on **your** policy **schedule** was sufficient to allow for the full cost of rebuilding the **buildings** in a new condition similar in size, form and style, including the professional fees and additional costs as set in Section A.15.
2. The reinstatement or repair is carried out without delay.

If at the time of the loss or damage the sum insured is less than the full cost of rebuilding the **buildings** in a new condition, **we** will pay only part of the value of the claim.

If repair or rebuilding is not carried out, **we** will pay the amount by which the **buildings** has gone down in value as a result of the damage or the estimated cost of repair, whichever is lower.

# Claims

## Sections A-D

*continued*

The most **we** will pay in respect of each incident of loss or damage is the **buildings** sum insured shown on **your schedule** or in the policy.

**We** will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

### Section B – Contents

**We** will decide whether to settle a claim by either repairing or replacing property or, if **we** cannot repair or replace the property **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through our network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

An amount for wear, tear and depreciation will be deducted:

- (a) for clothing and linen;
- (b) if at the time of the loss or damage the sum insured on **contents** is not adequate to replace the **contents** as new after allowing for wear, tear and depreciation for clothing and linen.

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

The most **we** will pay for **high risk items** in total is 33.3% of the **contents** sum insured unless shown as otherwise on **your schedule**. The most **we** will pay for an individual **high risk item** is 10% of the **contents** sum insured up to a maximum of £5,000 unless shown as otherwise on **your schedule**. **We** will require proof of ownership and value of items over £2,500.

**We** will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

The sum insured will not be reduced following payment of a claim, provided that all replacement or repair work is completed and any recommendations **we** make to prevent further loss or damage are carried out without delay.

### Section C – Personal Possessions

**We** will decide whether to settle a claim by either repairing or replacing **personal possessions** or, if **we** cannot repair or replace the **personal possessions** **we** will pay for the loss or damage in

cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

**We** will require proof of ownership and value of items over £2,500.

An amount for wear, tear and depreciation will be deducted for clothing.

The most **we** will pay in respect of any one claim:

- for any one item, set or pair of unspecified **personal possessions** is £1,500 unless shown as otherwise on **your schedule**;
- for any **personal possession** specified individually is the sum insured shown on **your schedule**;
- for loss of property from an unattended road vehicle is £1,000;
- the total limit shown in **your schedule**.

**We** will not pay for the cost of replacing any undamaged item or part of an item solely because it forms part of a set, suite or one of a number of items of similar nature or design.

**We** will automatically reinstate the sum insured from the date of payment of any claim for any items not individually specified.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** insurance broker or intermediary.

### Section D – Pedal Cycles

**We** will decide whether to settle a claim by either repairing or replacing the cycle. Alternatively, if **we** cannot repair or replace the cycle **we** will pay for the loss or damage in cash. Where **we** can offer repair or replacement through **our** network of suppliers, but **we** agree to pay **you** in cash, then payment will not exceed the amount **we** would have paid to **our** network of suppliers. If no equivalent replacement is available then **we** will pay the full replacement cost of the item with no discount applied.

The most **we** will pay in respect of any one pedal cycle is the amount shown on **your schedule**.

The sum insured will not be reinstated automatically for any item specified individually on **your schedule** which has been totally lost or destroyed. If insurance is required for replacement items, please tell **your** insurance broker or intermediary.

# Policy Cover

## Section E – Legal Protection

**Your schedule** shows if this section applies to **your** policy.

Cover under this section is arranged by Cigna Legal Protection.

### Meaning of Words – Section E

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Sections A-D, F and G have their own Meaning of Words and appear in the relevant section of the policy.

The words set out below have meanings that only apply to this section of the policy.

#### any one claim

All **legal proceedings**, including appeals, arising from or relating to the same original cause or event.

#### appointed representative

The solicitor, **our** Employment Advocacy Service or other suitably qualified person who has been appointed by **us** to act for an **insured person** in accordance with the terms of this section.

#### costs and expenses

##### (a) Legal Costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

##### (b) Opponents' Costs

**We** will also pay the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

#### court

A court, tribunal or other competent authority.

#### equipment

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing equipment, microchips (including integrated circuits) and micro-controllers, and any other computing and electronic equipment linked to a computer.

#### family

**Your** spouse or domestic partner and children (including adopted and foster children) and any other relatives who normally live with **you** at **your home**.

#### home

The private dwelling and its garage(s) and permanent outbuildings all at the address shown on **your** schedule and used for domestic purposes only.

#### insured person

**You** and any member of **your family**. Anyone claiming under this section must have **your** agreement to claim.

#### insurer

Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

#### legal proceedings

The pursuit or defence of legal disputes, excluding non-contentious matters.

#### limit of indemnity

During any one **period of insurance** the maximum liability of the **insurer** shall not exceed £50,000 for **any one claim** and £250,000 in aggregate.

#### period of insurance

The period shown in the schedule or any subsequent period for which **you** have paid or have agreed to pay and the **insurer** has accepted or has agreed to accept the premium.

#### small claims track limit

The current limits set by the **court** for which a claim may be allocated to the small claims track.

#### territorial limits

**For insured incidents, 2. Contract Disputes and 3. Bodily Injury:**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

**For all other insured incidents:**

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

#### we, us or our

Cigna Legal Protection (Cigna), which arranges and administers the insurance on the **insurer's** behalf.

#### you or your

The person(s) named as the **insured person** in the schedule.

# Policy Cover

## Section E – Legal Protection

*continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p>This section covers the <b>insured person</b>.</p> <p>The insurer will indemnify the <b>insured person</b> up to the <b>limit of indemnity</b> in respect of <b>costs and expenses</b> which arise from legal proceedings that:</p> <ol style="list-style-type: none"> <li>1. are notified to <b>us</b> during the <b>period of insurance</b>; and</li> <li>2. are made by or brought against the <b>insured person</b> within the jurisdiction of a <b>court</b> within the <b>territorial limits</b>;</li> </ol> <p>in respect of:</p>	
<p>1. Employment Disputes</p> <p>the pursuit of any <b>legal proceedings</b> in an Employment Tribunal against the <b>insured person's</b> employer arising from the <b>insured person's</b> contract of employment.</p> <p>Provided that as soon as <b>you</b> knew about the dispute <b>you</b> took, and followed legal advice from <b>us</b>.</p>	<p>The <b>insurer</b> will not be liable for any claim brought heard or transferred outside the jurisdiction of the Employment Tribunal.</p>
<p>2. Contract Disputes</p> <p>the pursuit or defence of <b>legal proceedings</b> arising from an <b>insured person's</b> legal rights in a contractual dispute arising from an agreement or an alleged agreement which an <b>insured person's</b> has entered into for:</p> <p>(i) the buying or hiring of any goods or services;</p> <p>or</p> <p>(ii) the selling of any goods</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>• the <b>insured person's</b> has entered into the agreement or alleged agreement during the <b>period of insurance</b>; and</li> <li>• the amount in dispute is more than £100.</li> </ul>	<p>A claim relating to:</p> <ul style="list-style-type: none"> <li>• a contract regarding an <b>insured person's</b> trade, profession, employment or any business venture;</li> <li>• construction work on any land, or designing, converting, altering, renovating, extending or demolishing any building where the contract value exceeds £5,000 (including VAT);</li> <li>• a contract involving a motor vehicle;</li> <li>• the <b>settlement</b> payable under an insurance policy (<b>we</b> will negotiate if <b>your</b> insurer refuses <b>your</b> claim, but not for a dispute over the amount of the claim);</li> <li>• a dispute arising from any loan, mortgage, pension, investment or borrowing.</li> </ul>
<p>3. Bodily Injury</p> <p>the pursuit of any civil <b>legal proceedings</b> arising from the death of, or bodily injury to, the <b>insured person</b>.</p>	<p>A claim relating to:</p> <ul style="list-style-type: none"> <li>• any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident;</li> <li>• defending an <b>insured person's</b> legal rights, but defending a counter-claim is covered.</li> </ul>

# Policy Cover

## Section E – Legal Protection *continued*

Your **schedule** shows if this section applies to **your** policy.

We will pay for:	We will not pay for:
<p><b>4. Property Protection</b></p> <p>The pursuit of defence of any dispute arising from:</p> <p><b>(a)</b> The alleged infringement by the <b>insured person</b> of the legal rights of another person arising out of the rightful occupation or ownership by the <b>insured person</b> of the <b>insured person's home</b> or</p> <p><b>(b)</b> The infringement by another person of the <b>insured person's</b> legal rights of arising out of the rightful occupation or ownership by the <b>insured person</b> of the <b>insured person's home</b>;</p> <p>provided that:</p> <ul style="list-style-type: none"><li>• the <b>insured person</b> has suffered or could suffer a financial loss if <b>legal proceedings</b> are not pursued or defended;</li><li>• the <b>insured person</b> agrees to use alternative dispute resolution to attempt to settle any dispute, if <b>we</b> consider it to be appropriate;</li><li>• the amount in dispute is more than £100.</li></ul>	<p><b>(i)</b> A claim relating to:</p> <ul style="list-style-type: none"><li>• a contract entered into by an <b>insured person</b>;</li><li>• any building or land other than your principal home;</li><li>• someone legally taking an <b>insured person's</b> material property from them, whether the <b>insured person</b> is offered money or not, or restrictions or controls placed on an <b>insured person's</b> material property by any government or public or local authority, unless the claim is for accidental physical damage;</li><li>• work done by any government or public or local authority, unless the claim is for accidental physical damage;</li><li>• a motor vehicle owned or used by, or hired or leased to, an <b>insured person</b>;</li><li>• mining <b>subsidence</b>.</li></ul> <p><b>(ii)</b> Defending a claim relating to an event that causes or could cause physical damage to material property, but defending a counter-claim is covered.</p> <p>The first £250 of any claim for legal nuisance or trespass. This is payable as soon as <b>we</b> accept the claim.</p>

# Policy Conditions

## Section E – Legal Protection

Your schedule shows if this section applies to your policy.

You must comply with these conditions. They control the operation of the policy cover for Section E.

Sections A-D, F and G have their own Policy Conditions which are detailed on pages 6-7, 38 and 45.

### General Conditions

#### 1. Due observance

The due observance of and compliance with the terms, provisions and conditions of this policy, insofar as they relate to anything to be done or complied with by the **insured person**, shall be conditions precedent to any liability of the **insurer** to make any payment hereunder.

#### 2. Reasonable care

The **insured person** shall take all reasonable steps to prevent any occurrence which may give rise to a claim under this insurance.

#### 3. Cancellation

This section remains in force whilst **you** hold sections A and/or B of the Covéa Insurance Home policy. In the event that **you** cease to hold sections A or B, this section will terminate immediately.

#### 4. Arbitration

Any dispute between the **insured person** and the **insurer** in respect of this insurance may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or, failing agreement, one who is nominated by the president of the appropriate law society or by the bar council or appropriate professional body within the **territorial limits**.

All costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the **insurer** the **insured person's** costs shall not be recoverable under the policy.

This procedure does not prejudice any right of the **insured person** to have recourse to any other complaints procedure to which the **insurer** subscribes or to the courts.

#### 5. Renewal

If **we** are willing to continue to provide cover and **we** advise the **insured person** beforehand of **our** renewal terms, the **insured person** authorises **us** to renew this policy and any subsequent policy on expiry in accordance with **our** renewal terms at that time, unless the **insured person** advises **us** otherwise before the renewal date.

### Claims Settlement Conditions

#### 1. Notification of claims

**We** must be notified in writing immediately the **insured person** is aware of any event which has given or may give rise to **legal proceedings** involving the **insured person**. **We** will send a claim form which the **insured person** must then complete and return as soon as possible enclosing any relevant documents. If the **insured person** fails to notify **us** of such an event during the **period of insurance** any claim arising from that event will not be admitted.

This should be sent to Cigna Legal Protection, First Floor, Chancery House, St Nicholas Way, Sutton, Surrey, SM1 1JB.

#### 2. Consent Precedent to Insurer's Liability

**Our** consent to pay **costs and expenses** must be obtained in writing. **Costs and expenses** incurred before such consent is given will not be covered. Consent will be given if the **insured person** can satisfy **us** that:

(i) there are reasonable prospects of successfully pursuing or defending the **legal proceedings**;

and

(ii) it is reasonable in all the specific circumstances of the case for **costs and expenses** to be provided.

In circumstances where **we** have chosen a representative to act on the **insured person's** behalf **we** will pay **costs and expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this Policy.

Where the **insured person** has chosen their own representative any **costs and expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the Policy.

The decision to grant consent will take into account the advice of the **insured person's appointed representative** as well as that of **our** own advisers. **We** may require, at the **insured person's** expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted the **insured person's** costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If the **insured person** decides to commence or continue **legal proceedings** for which **we** have denied support under Claims Settlement Condition 2i) and is successful, **we** will pay **costs and expenses** as if **we** had given **our** consent in the first instance.

## Section E – Legal Protection

*continued*

### 3. Minimising claims or legal proceedings

The **insured person** must take all reasonable measures to minimise the cost of **legal proceedings**.

### 4. Conduct of Legal Proceedings

#### (a) Choice of Appointed Representative

- (i) In respect of any claims which, if they were to proceed to a hearing, would be heard in the Employment Tribunal, then:

The **insured person** must use our approved consultant as the **appointed representative**.

- (ii) In respect of all other claims covered by the policy:

Where Court papers have been issued (or received), or where there is a conflict of interest, the **insured person** is free to choose a suitably qualified **appointed representative**.

In selecting the **appointed representative** the **insured person** shall have a duty to minimise the cost of **legal proceedings**.

**We** may choose not to accept a representative chosen by the **insured person**. If this occurs **we** will explain why. If there is a disagreement over the choice of representative in these circumstances, the **insured person** may choose another suitably qualified person and submit the name of that person to **us** for consideration.

In all circumstances except those described in 4 (a) (ii) above, **we** shall choose a representative to act on the **insured person's** behalf.

If the **insured person's** choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, **we** will not pay for this work to be done. **We** will not pay the **insured person's** choice of representative more than **we** would pay **our** own choice of representative.

Any representative is appointed in the **insured person's** name to act for the **insured person**.

- (iii) In the period before **we** agree that **legal proceedings** are necessary **we** reserve the right to seek to obtain a settlement on the **insured person's** behalf. The settlement will be subject to the **insured person's** agreement, which the **insured person** will not unreasonably refuse.

#### (b) Action we may take

**We** may take over and continue in the **insured person's** name all legal action in any of the following circumstances:

- if the dispute is for an amount which is under £5,000 or if the dispute could be dealt with by the small claims court;

- if the **insured person** takes legal action against someone or defends a case without **our** agreement, or in a different way from that advised by the **appointed representative**;
- if the **insured person** does not give proper instructions to the **appointed representative** or barrister in time;
- if the **insured person** causes a delay and the **appointed representative** thinks it will harm the **insured person's** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle the dispute. The **insured person** must agree to a settlement which is reasonable.

#### (c) All information to be given to the appointed representative

The **insured person** must give the **appointed representative** all information and assistance required. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **insured person's** possession. The **insured person** must obtain or execute all documents as necessary and attend any meetings or conferences when requested.

#### (d) Access to the appointed representative

**We** are entitled to obtain from the **insured person's** **appointed representative** any information, document or advice, whether or not privileged, relating to a claim under this policy. On **our** request, the **insured person** will give any instructions necessary to ensure such access.

#### (e) Instruction of counsel or appointment of expert witnesses

If the **appointed representative** wishes to instruct counsel or appoint expert witnesses, **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

#### (f) Appeal procedure

If the **insured person** wishes to appeal against a court's decision, **we** will give **our** agreement if all of the following apply:

- the **insured person** must tell **us** of the wish to appeal immediately the right of appeal arises, as strict time limits may apply.
- the appeal arises from **legal proceedings** to which **we** have already given **our** agreement under the terms of claims settlement condition 2 above.
- this application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal.
- the appeal complies with the requirements of Claims Settlement Condition 2 in the same way as the initial claim for **costs and expenses**.

# Policy Conditions

## Section E – Legal Protection

*continued*

- **we** think the **insured person** has a reasonable chance of winning the appeal and achieving a reasonable outcome.
- the **insured person** must give **us** the reasons for bringing the appeal.

**We** must agree to support the appeal. If **we** so require the **insured person** must co-operate in an appeal against the judgment of a **court**.

### (g) Withdrawal by the insured person

If the **insured person** withdraws from the **legal proceedings** or stops the action without **our** permission, unless the **insured person** has done this on the written advice of the **appointed representative**, the **insured person** must pay all **costs and expenses** arising before the date of the withdrawal or stopping or those which arise because the action is withdrawn or stopped.

### (h) Offer of settlement

The **insured person** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received, including a payment into **court**. The **insured person** must not offer to enter or enter into any agreement to settle without **our** prior written consent.

Any such agreement must take into account the **insurer's** interest in the recovery of costs.

If the **insured person** unreasonably withholds agreement to a settlement **we** reserve the right to withdraw **our** support.

### (i) Payment of legal expenses

All bills relating to any **legal proceedings** which the **insured person** receives from the **appointed representative** should be forwarded to **us** without delay.

Bills must be certified by the **insured person** to the effect that the charges have been properly incurred and that **we** are authorised to settle on the **insured person's** behalf gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the **insured person** must ask the **appointed representative** to submit the bill of costs for taxation by the **court** or certification by the law society in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of any **costs and expenses** does not imply that all **costs and expenses** will be paid. If the **insured person** is in doubt **we** should be consulted. The **insured person** must not without **our** written consent enter into any agreement with the **appointed representative** as to payment of **costs and expenses**.

### (j) Recovery of costs and expenses

The **insured person** through the **appointed representative** shall be responsible for the repayment to the **insurer** of any award of costs in favour of the **insured person** or any costs agreed to be paid to the **insured person** as part of any settlement.

If the **insurer** pays **costs and expenses** up to the policy limit and the **insured person** pays more **costs and expenses** to end the case, the **insured person** will share with the **insurer** any **costs and expenses** that are recovered. The **insurer** and the **insured person** will each receive the same percentage as was paid.



## Section E – Legal Protection

These are the events and liabilities **we** do not cover under Section E.

1. Any claim reported to **us** more than 180 days after the **insured person** should have known about the insured incident.
2. Any incident or matter arising before the start of the cover provided by this section.
3. **Costs and expenses** incurred before **we** have given **our** written consent.
4. Fines, penalties, compensation or damages which an **insured person** is ordered to pay by a **court** or other authority.
5. Any insured incident intentionally brought about by an **insured person**.
6. Any legal action an **insured person** takes which **we** or the representative have not agreed to, or where an **insured person** does anything that hinders **us** or the representative.
7. Any claim relating to an **insured person's** alleged dishonesty, fraud, malicious conduct or alleged violent behaviour.
8. Any **legal proceedings** between:
  - (i) **you** and any members of **your family**;
  - (ii) any members of **your family**.
9. Any **legal proceedings** between the **insured person** and the **insured person's** spouse, partner or former spouse or partner including any dispute relating to the custody of children.
10. Any **legal proceedings** brought or transferred outside the **territorial limits**.
11. Any **legal proceedings** where a reasonable estimate of any **costs and expenses** to be paid would exceed a realistic valuation of the **insured person's** claim.
12. Any matter arising from, or relating to any business or trading activity or venture for gain undertaken by the **insured person** including but not limited to any personal guarantee (whether for gain or not) or investment in unlisted companies. Notwithstanding the provisions of this exclusion the **insurer** will indemnify the **insured person** in respect of **costs and expenses** incurred in the pursuit of **legal proceedings** arising from the **insured person's** contract of employment subject other wise to the terms and conditions of this policy.
13. A claim relating to written or verbal remarks which damage an **insured person's** reputation.
14. The defence of any **legal proceedings** arising from or relating to the **insured person's** liability in their capacity as a director or officer of any company.
15. Any **legal proceedings** where the **insured person** is indemnified by or entitled to be indemnified by:
  - (i) any other insurance policy; or
  - (ii) any policy which the **insured person** is required to hold by law.
16. A claim relating to a lease of land or buildings of less than 21 years, or a licence or tenancy of land or buildings. However, **we** do cover a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement.
17. Notwithstanding Policy conditions 4 – Arbitration a dispute with Covea Insurance plc, **us** or the **insurer** unless the dispute falls.
18. Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interests.
19. An application for judicial review.
20. Any **costs or expenses** arising directly or indirectly from:
  - (i) **equipment** failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
  - (ii) computer viruses, including any program or software which prevents any operation system, computer program or software working properly or at all.

This does not apply to any claim relating to compensation for bodily injury.

# Customer Information

## Section E – Legal Protection

### Law Applicable to the Contract

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by the policyholder and agreed by **us**, the law applying to this insurance contract will be the Law of England & Wales.

### Registration and Regulatory Information

This insurance cover is administered by Cigna Legal Protection, which is a trading style of Cigna Insurance Services (Europe) Limited, and underwritten by Great Lakes Reinsurance (UK) PLC.

Cigna Insurance Services (Europe) Limited is registered in England and Wales No. 4617110. Registered office at First Floor, Chancery House, St Nicholas Way, Sutton, Surrey SM1 1JB.

Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462. Registered office at Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Cigna Insurance Services (Europe) Limited is authorised and regulated by the Financial Conduct Authority. Its Firm Reference Number is 310671.

Great Lakes Reinsurance (UK) PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its Firm Reference Number is 202715.

**You** can check a firm's regulatory authorisation and supervision on the Financial Services Register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### FSCS Information

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies.

Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)) or by contacting the FSCS at 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or by calling 0207 892 7300.

### Complaints Procedure

As a customer of Cigna, **you** have the right to expect the best possible service and support. If **we** have not delivered the service that **you** expect or **you** are concerned with the service provided, **we** would like the opportunity to put things right.

### Our complaints process

In **our** experience many problems can be resolved by speaking to the staff directly responsible for the handling of **your** policy or claim. They will do their best to address the problem and in **our** experience most issues can be resolved satisfactorily at this stage.

When **you** contact **us** **we** promise to;

- fully investigate **your** complaint
- keep **you** informed of progress
- do everything possible to resolve **your** complaint
- learn from **our** mistakes
- use the information from **your** complaint to proactively improve **our** service in the future.

If **your** complaint is not resolved or if **you** are unhappy with **our** response, then **you** can progress your complaint with **our** Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by **us** issuing a final response letter. **We** will issue **our** final response within eight weeks of **your** original complaint. If it is not possible to issue **our** response within this timescale **we** will write to **you** explaining why.

### Customer Relations Office

Cigna Legal Protection  
First Floor, Chancery House, St Nicholas Way,  
Sutton, Surrey SM1 1JB  
Telephone: 0330 100 9513  
Fax: 0330 100 9514  
Email: [corporate.info@cignainsurance.co.uk](mailto:corporate.info@cignainsurance.co.uk)

### What to do if you are still not satisfied

If **you** are still not satisfied with **our** response then **you** may be able to refer **your** complaint to the Financial Ombudsman Service. **You** must approach the Financial Ombudsman Service within 6 months of **our** final response to **your** complaint. **We** will remind **you** of the time limits in **our** final response.

### Financial Ombudsman Service

(Insurance Division)  
Exchange Tower, Harbour Exchange Square  
London E14 9SR  
Telephone: 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Section E – Legal Protection

*continued*

### Your rights

**We** must accept the Ombudsman's final decision, but **you** are not bound by it and may take further action if **you** wish.

**Your** rights as a customer to take legal action remain unaffected by the existence or use of **our** complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if **you** are a private policyholder, an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

### Data Protection Notice – How we protect your personal data

#### Introduction

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give **us**. If **you** apply for **our** products and/or services it is highly likely that **we** will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. **You** should show this notice to any other person covered under **your** insurance policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

#### The Data Controller

The Data Controller will be Cigna Insurance Services (Europe) Limited.

#### Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products and/or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if **you** complete an application form for **our** products and/or services **you** will be giving **your** consent to such information being processed by **us** (which may include other companies within the Cigna Group) or **our** agents. **Your** personal & sensitive data may also be shared with the underwriter of **our** insurance products.

It may be necessary to pass **your** personal and sensitive data to other companies for processing on **our** behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect **your** personal data, but in all cases **we** will ensure that it is kept securely and only used for the purposes for which it was provided.

#### Inaccurate Data

If **you** believe that we are holding inaccurate information about **you**, please contact the team responsible for administering **your** policy and they will be happy to correct any errors.

#### Telephone calls

Please note that for **our** mutual protection telephone calls to Cigna may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
  - Check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
  - Undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to.

### Customer Satisfaction Surveys

**We** aim to continuously improve the services **we** offer to **our** customers. Occasionally **we** carry out customer satisfaction surveys which may be for **our** own benefit or for more general interest, and **we** may need to collect further information about **you** in connection with them. Surveys will usually be carried out by Cigna but in some circumstances **we** will use an external firm. Your participation in such a survey is entirely optional but **your** help and feedback would be appreciated.

# Customer Information

## Section E – Legal Protection

*continued*

### Marketing

**We** would like to keep **you** informed (by telephone, post or email) of selected products and services available from **us** and **our** carefully chosen suppliers. If **you** would prefer not to receive this information, please let **us** know when **you** call or write.

## Section E – Legal Protection

### How to make a claim under Section E – Legal Protection

To make a claim under this section **you** must:

1. Immediately telephone Cigna on 0330 024 2290 and provide them with **your** scheme reference code 70526.
2. Cigna may send **you** a Claims Form for completion. This should be returned with any relevant supporting documentation to:  
Cigna Legal Protection, First Floor, Chancery House,  
St Nicholas Way, Sutton, Surrey SM1 1JB.  
Email: [personal.claims@cignainsurance.co.uk](mailto:personal.claims@cignainsurance.co.uk)
3. On receipt of the Claims Form Cigna will contact **you** and inform **you** of the next steps to take.

NB: Cigna will not pay any legal costs which have been incurred without their consent. Cigna will nominate a representative on **your** behalf.





**Covéa Insurance**

Norman Place  
Reading  
RG1 8DA  
Telephone: 0330 221 0444  
Fax: 0118 955 2211

[www.coveainsurance.co.uk](http://www.coveainsurance.co.uk)

Covea Insurance plc  
Registered Office: Norman Place, Reading, Berkshire RG1 8DA  
Registered in England and Wales No. 613259  
Authorised by the Prudential Regulation Authority and regulated by the  
Financial Conduct Authority and the Prudential Regulation Authority No. 202277

